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The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 20, 1886.

CURRENT TOPICS.

THREE ORDERS which we print elsewhere complete the arrangements consequent on the retirement of Vice-Chancellor BACON, (which we were enabled to announce last week) by transferring all causes marked for Vice-Chancellor BACON, and also his chief clerks and officers, to Mr. Justice KAY; and by transferring all Mr. Justice KAY's causes, chief clerks, and officers to Mr. Justice STIRLING; and by transferring all Mr. Justice STIRLING's causes to Mr. Justi KEKEWICH for trial or hearing only.

WE HAVE this week to announce an appointment which we believe will give general satisfaction. Mr. GEORGE AUGUSTUS CROWDER, solicitor (of the firm of CROWDERS & VIZARD), of 55, Lincoln's-inn-fields, has been appointed a Chief Clerk in the chambers of Mr. Justice CHITTY, in succession to Mr. ROBERT MARSHALL, resigned. Mr. CROWDER was admitted as of Trinity Term, 1861. It will be remembered that he was chairman of the committee of the Incorporated Law Society appointed in 1881 to consider the report of the Legal Procedure Committee.

THE ARRANGEMENTS consequent on the retirement of Vice-Chancellor BACON have given rise to a migration of leaders probably without parallel. We believe that the following is a correct statement, so far as it goes, of the changes which have occurred:—The Queen's Counsel practising before Mr. Justice KAY will consist of Mr. MARTEN, Mr. INCE (who has migrated from Mr. Justice CHITTY's court), Mr. HORTON SMITH, Mr. MILLAR, and Sir A. WATSON. The Queen's Counsel practising before Mr. Justice STIRLING will consist of Mr. FISCHER, Mr. W. PEARSON, Mr. HEMMING, Mr. GRAHAM HASTINGS, Mr. W. F. ROBINSON, Mr. CROSSLEY, and Mr. BUSH. Mr. BARBER, Q.C., and Mr. WARMINGTON, Q.C., will practise before Mr. Justice KEKEWICH, and Mr. MACLEAN, Q.C., will practise before Mr. Justice CHITTY.

THE FOLLOWING are the names and dates of call to the bar of the new Queen's Counsel:—Six members of the Equity Bar: Mr. EDWARD CUTLER, 1857; Mr. WILLIAM LATHAM, 1860; Mr. WALTER CHARLES RENSHAW, 1864; Mr. HENRY BURTON BUCKLEY, 1869; Mr. SEWARD BRICE, 1871; and Mr. KENNETH AUGUSTUS MUIR MACKENZIE (Permanent Secretary in the Lord Chancellor's Department, and Clerk of the Crown in Chancery), 1873. Two members of the South-Eastern Circuit: Mr. EMANUEL MAGUIRE UNDERDOWN, 1861, and Mr. GEORGE CANDY, 1869. Two members of the Northern Circuit: Mr. THOMAS WHITTENBURY WHEELER, 1865, and Mr. LINDSEY MIDDLETON ASPLAND, 1868; and one member of the North-Eastern Circuit: Mr. EDWARD TINDAL ATKINSON, 1870.

SUITORS in the House of Lords have unexpectedly been deprived of the advantage of Lord HERSCHELL and Lord BRAMWELL taking part in the hearing of their causes, and it seems that this is the inevitable result of section 5 of the Appellate Jurisdiction Act, 1876. By that section it is enacted that, "for preventing delay in the administration of justice, the House of Lords may sit and act for the purpose of hearing and determining appeals, and also for the purpose of *Lords of Appeal in Ordinary* taking their seats and the oaths, during any prorogation of Parliament." During a prorogation, therefore, only Lords of Appeal in Ordinary may take the oaths, and as Lord BRAMWELL and Lord HERSCHELL are not Lords of Appeal in Ordinary, and had not taken the oaths after the last dissolution, they cannot take the oaths during a prorogation. This follows from the Parliamentary Oaths Act, 1866, which prescribes that the oath of allegiance set out in that Act (changed in form only by the Promissory Oaths Act, 1868) "shall, in every Parliament, be solemnly and publicly made and subscribed by every member of the House of Peers at the table in the middle of the said House . . . and whilst a full House of Peers is there with their Speaker in his place." And to make assurance doubly sure, it is provided by the concluding portion of section 8 of the Appellate Jurisdiction Act, 1876, "that no business other than the hearing and determination of appeals, and matters connected therewith, and Lords of Appeal in Ordinary taking their seats and the oaths as aforesaid, shall be transacted by the House of Lords during such prorogation." An amending statute will, we presume, be passed to remedy the defect.

TO THE DELIGHT of the impressionable part of the public, and, we think, rather to the surprise of the majority of the legal profession, Mr. Justice BUTT has seen his way to granting a decree of nullity in *Scott* v. *Sebright*, on the ground that the petitioner was, at the time of her marriage, incapable of consenting to the marriage contract, and that that contract ought to be avoided on the same grounds as other contracts may be avoided, subject to the qualification that the court avoiding it must watch more jealously than in the case of other contracts the evidence which is tendered in support of the desired avoidance. It may perhaps be questioned whether, in not subjecting SEBRIGHT to examination on certain points, the learned judge quite observed his own qualification, and whether the case does not bear on the face of it something like the judicial sanction of the dissolution of a marriage by mutual consent, although, as Lord PENZANCE eloquently points out in *Mordaunt* v. *Mordaunt* (2 P. D., at p. 196), the feature of non-rescission by consent is a feature which belongs to marriage contracts alone among contracts. The question, however, was one of evidence only, and all that can be said is that different facts strike different judges differently. As to the authorities, although no cases are cited in the judgment, it is well to point out that the books contain at least three cases—*Harford* v. *Morris* (2 Hagg. Con. 423), *Portsmouth* v. *Portsmouth* (1 Hagg. 356), and *Wilkinson* v. *Wilkinson* (4 Notes of Ecclesiastical Cases, 295)—in which a marriage has been declared void on the ground of incapacity to consent, not amounting to insanity. Of the three cases *Wilkinson* v. *Wilkinson* is the strongest. There a rich infant, incurably imbecile, but whose friends had failed to procure her to be declared lunatic, had been inveigled into a marriage with a cousin "in concert with other parties." The ceremony was hurried, and the bride, when required to say "I will," said "No," till prompted by the clerk and told to use the former words; moreover, when in the vestry, she "*took off the ring and threw it down*, saying she was not married." The husband was represented but not examined at the trial, his counsel admitting that the wife was undoubtedly unfit to enter into the matrimonial contract, and "leaving the matter in the hands of the court" (Dr. LUSHINGTON), with the result that the decree was granted on the ground that the marriage had been brought about by fraud and circumvention.

A CORRESPONDENT of a contemporary, signing himself "Lincoln's Inn," has accomplished a feat and made a discovery which may well fill his inn with pride. The feat is the reading of "the words of section 13 of 1 & 2 Vict. c. 110," and the discovery is that there is no necessity for "any panic about *Re Pope*" (34 W. R. 654, 693). Referring to an article which he appears to have written on the 9th of October, he says, "I observe that I stand alone in my opinions therein expressed; and your contemporaries the SOLICITORS' JOURNAL and the *Law Journal*, and the respective contributors thereto, are wholly at sea amidst what they consider the shoals of the Judgment Acts.

Would you believe it, sir, those valiant journals and their learned contributors occasion their own troubles by not reading the words of section 13 of 1 & 2 Vict. c. 110 which they comment on?" And then he proceeds to state the provisions of this unknown section, the effect of which he states to be that "the *in invitum* charge which, by that section, is given by the judgment being duly registered, is made thereby equivalent to a voluntary charge made by writing of the debtor under hand—that is to say, the judgment debt, *being registered*, is, by the statute, made and declared to be an equitable mortgage on the lands—exactly what *I* (WHO READ THE ACTS I WRITE ABOUT) have stated in the article in question." And he then refers to another unknown Act of 27 & 28 Vict. c. 112, and asks "why purchasers should be in any panic about *Re Pope?*" It is satisfactory to know that "Lincoln's Inn" has read section 13; and it would have been still more satisfactory if his reading had extended to the observations in the SOLICITORS' JOURNAL on which he comments. What we have endeavoured to shew (with what success our readers must judge) is that there are two totally distinct methods of enforcing a judgment debt against the debtor's land—

First, the judgment creditor may obtain execution against the debtor's lands, by suing out an *elegit*, or by obtaining an order appointing a receiver, or for a commission of sequestration. He can do this *without registering either the judgment or the writ or order*. In this case he enforces his remedy against the rents and profits of the debtor's land. There is no means by which a purchaser can be certain that the judgment creditor has not obtained execution.

Secondly, the judgment creditor may obtain a charge on the *corpus* of the land of the judgment debtor by registering his writ or other process of execution under 27 & 28 Vict. c. 112. In this case a purchaser can ascertain by searching what has been done.

Without again discussing the extremely intricate law of judgments and executions, we may point out, for the benefit of "Lincoln's Inn," that the decision in *Re Pope* (which he surely cannot have read) expressly decided (1) that, where land is actually delivered in execution, it is not necessary to register the execution, except for the purpose of obtaining an order for sale; and (2) that a judgment creditor who has got the land actually delivered in execution is safe as against a purchaser—in other words, that the purchaser is not safe as against the execution creditor. Perhaps even "Lincoln's Inn" will now see why there has been "a panic about *Re Pope*."

ON FRIDAY fortnight the Master of the Rolls announced that the bankruptcy appeal, *Ex parte The Official Receiver, In re Merritt*, would be re-argued before the full Court of Appeal. The case is one of several relating to bills of sale in which judgment was reserved just before the Long Vacation. One of the questions raised was, whether section 19 of the Conveyancing Act, 1881, which confers on a mortgagee by deed "a power, when the mortgage-money has become due, to sell the mortgaged property," applies to a bill of sale of personal chattels given as security for money. Section 20 provides that the mortgagee shall not exercise the power of sale unless and until notice requiring payment of the mortgage-money has been served on the mortgagor, and default in payment has been made for three months after the service, or interest is in arrear for two months. Section 19 also provides that "the provisions of this Act relating to the foregoing powers, comprised either in this section, or in any subsequent section regulating the exercise of those powers may be varied or extended by the mortgage deed," and in this particular case the bill of sale contained a proviso that the power of sale conferred upon the mortgagee by the Conveyancing Act should be exercisable by him "in every respect as if the 20th section of the said Act had not been enacted." Another question was, whether a mortgagee of chattels has (independently of the Conveyancing Act and of any express power in the deed) an inherent power of sale by virtue of his mortgage in case of default by the mortgagor. The case was argued before the full court on Thursday, the 11th inst., and judgment was reserved.

THE OFFICIAL SOLICITOR of the Supreme Court, as to whose duties Lord COLERIDGE has this week intimated an anxious desire for information, was, before the Judicature Acts, styled "the Official Solicitor of the High Court of Chancery," and before the Chancery Funds Act "the Solicitor to the Suitors' Fund." His functions, as described in the Second Report of the Legal Departments Commission, were to protect the Suitors' Fund, and to administer, under the direction of the court, so much of it as then came under the spending power of the court. He acted for parties in pauper suits, when so directed by the judge, and for those who, through ignorance or forgetfulness, were guilty of contempt of court by not answering process. Every quarter he visited Holloway Prison, to see and report upon any prisoner of the Court of Chancery, taking up any case requiring assistance. He assisted the Paymaster-General in preparing the Chancery Estimates for Parliament, and acted generally as a solicitor in all cases in which the several Chancery Courts required such services. All these duties he still performs, with the exception of administering so much of the Suitors' Fund as comes under the spending power of the court. He may be also required, under R. S. C., 1883, XXXIII., 9, to act in case of "undue delay" in proceedings under any judgment or order. As solicitor of the court he is the general intermediary for the Lord Chancellor, as president, in respect of a large amount of public business in connection with the courts. It frequently happens that the Official Solicitor is appointed guardian for an infant in cases where a guardian is unfit to act through misconduct, and the judge thinks it desirable to retain a strict hold on the infant's property. But this forms no part of his official duties, though in such cases the existence of a trustworthy officer is a great convenience, and facilitates the exercise of the duties of the judges.

IF ANY IMPUTATION was intended by the Master of the Rolls, in his recent remarkable speech, against the county court judges on the ground of inefficiency or defective administration of the law, no support for such a charge can be gathered from the results of the appeals from their decisions (apart from their equity, admiralty, and bankruptcy jurisdiction) which are given in the last issue of the Judicial Statistics. The number of appeals from county courts by special case in the year ending the 31st of October, 1885, was 31; and of this number 22 were argued, 10 decisions being affirmed and 12 reversed. Appeals by motion numbered 151, of which 41 were refused, and of the 111 orders *nisi* granted, 36 only were made absolute, and 74 were discharged. The figures speak for themselves, and shew only 48 successful appeals from the 586,716 decisions of 59 county court judges.

ON THE FORM OF MORTGAGE BILLS OF SALE.

II.

Consideration.—The Act of 1882 requires (section 8) that the bill of sale shall "truly set forth the consideration for which it was given," differing only from the corresponding provision in the Act of 1878, s. 8, by the addition of the word "truly." It hardly requires the authority of Bowen, L.J. (*Ex parte Johnson, Re Chapman*, 26 Ch. D., at p. 348), to enable one to see that the difference in language is immaterial, and that the Act of 1878 requires the consideration to be stated truly.

The cases shew that the statement of the consideration need not be literally accurate; that it satisfies the requirements of the Acts if it be substantially accurate (*Hughes* v. *Little*, 35 W. R. 36), and if it states, either in legal or business language, the true effect of what actually took place: see the remarks of Bowen, L.J., *Ex parte Johnson, ubi sup.*; of Brett, L.J., *The Credit Co* v. *Pott* (6 Q. B. D., at p. 298). "The real principle of the form is that, whatever may be the consideration for the sum of money secured by the bill of sale, a first sum shall be stated therein in figures, and in direct terms" (*per* Brett, M.R., *Davis* v. *Burton*, 11 Q. B. D., at p. 540).

Most of the cases where the consideration is incorrectly stated may be grouped under two heads—first, where the consideration is expressed to be paid "now" or "on or immediately before the execution of these presents," and the whole or part of the consideration is paid some time before the execution of the bill

of sale, or no money is actually paid; secondly, where the consideration is expressed to be paid to A. and the whole or part is really paid to B.

In cases of the first class the bill of sale was held good, in *Ex parte Allam, Re Munday* (14 Q. B. D. 43), where the debtor gave a bill of sale for the sum advanced, and, upon its being discovered that it was invalid owing to its offending against the provisions of the Acts, gave a fresh bill four days after the execution of the first bill, which was thereupon cancelled; in *Ex parte Johnson, Re Chapman* (32 W. R. 393, 26 Ch. D. 338), where part of the loan was made four days before the execution of the bill of sale on the undertaking of the debtor to execute a bill of sale if required; in *Ex parte Bolland, Re Roper* (31 W. R. 102, 21 Ch. D. 543), where no money actually passed, but the sum expressed to be paid was a sum owing by the grantor to the grantee for unpaid purchase-money; in *The Credit Co.* v. *Pott* (29 W. R. 326, 6 Q. B. D. 295), where no money passed, there was a recital of an intended loan, and the amount of the loan was the sum found due by the grantor to the grantee on a stated account; the effect of the transaction in each of the two latter cases really being payment by the grantor of the money due by him, and an immediate advance of the same sum to him by the grantee. On the other hand, the bill of sale was held to be invalid in *Ex parte Berwick, Re Young* (29 W. R. 292), where the loan had been made by instalments extending over eighteen months, the last of which was paid three months before the bill of sale was given.

In cases of the second class the consideration is truly said to be paid to the grantor if it is by his direction, at the time of the advance, paid so as to satisfy existing debts then due from him (see the remarks of Jessel, M.R., and Brett, L.J., *Ex parte Firth, Re Cowburn*, 19 Ch. D. 419; *Hamlyn* v. *Betteley*, 29 W. R. 956, 5 C. P. D. 327), or, apparently, if it is paid for any purpose by his direction (see *Re Cann, Ex parte Hunt*, 13 Q. B. D., where it will be observed that part of the costs which were paid on the execution of the bill of sale had not become due). The bill was even upheld where, immediately after the payment of the consideration, the grantor applied part of it, pursuant to an agreement entered into at the time, giving the bill of sale in payment of a debt *bonâ fide* due by him to the grantee: *Ex parte National Mercantile Bank, Re Haynes* (28 W. R. 248, 15 Ch. D. 42), a case decided under the Act of 1878; if it had fallen under the Act of 1882 the collateral agreement would have made the sale bad: see *ante*, p. 41.

On the other hand, where part of the consideration was paid to, or retained by, the grantee as bonus: *Re Williams, Ex parte Pearce* (32 W. R. 187, 25 Ch. D. 656); as commission on the loan: *Hamilton* v. *Chaine* (7 Q. B. D. 1, 319); for the sake of providing for the rent subsequently becoming due of the house where the chattels were: *Ex parte Rolph, Re Spindler* (19 Ch. D. 98); for interest and expenses: *Ex parte Charing Cross Advance and Deposit Bank, Re Parker* (29 W. R. 204, 16 Ch. D. 35); or if the costs of the grantee's solicitor, including costs of registration, are retained by him out of the consideration: *Ex parte Firth, Re Cowburn* (19 Ch. D. 419) overruling *Ex parte Challinor* (29 W. R. 205, 16 Ch. D. 260), the consideration was held not to be truly expressed. In all the cases where part of the consideration is retained by the grantee for the purpose of future application, the consideration is not truly stated, not only because it is stated to be paid to the grantor, but also because it is stated "to be *now* paid": *Ex parte Rolph, Re Spindler* (19 Ch. D. 98).

The consideration was held not to be truly stated where the bill secured repayment of advances thereby recited to be made to the grantor, but which were really made to his firm: *Ex parte Carter, Re Threappleton* (12 Ch. D. 908). The consideration was held to be sufficiently stated in the words, "In consideration of the grantee having, at the request of the grantor, become guarantee, and having signed a promissory note for the payment of a sum of £45, obtained by the grantor from B., of which £32 or thereabouts is now owing": *Hughes* v. *Little* (17 Q. B. D. 204), confirmed on this point on appeal (35 W. R. 36); and where part of the consideration was a transaction relating to promissory notes which were incorrectly stated to be bills of exchange: *Roberts* v. *Roberts* (32 W. R. 605, 13 Q. B. D. 794).

Parcels.—Personal chattels must be specifically described in a schedule-inventory contained in a schedule to the bill of sale, and the grantor must be the true owner thereof at the time of the execution of the bill of sale, otherwise the bill of sale will be void, except as against the grantor: see the Act of 1882, ss. 4, 5.

An interminable controversy might be raised on the meaning of the words "specifically described," but fortunately they have been decided to mean that the inventory must describe the things as a business man would describe them: see remarks of Lindley, L.J., in *Roberts* v. *Roberts* (13 Q. B. D., at p. 806). It is unnecessary to state in what house the chattels are: *Ex parte Hill, Re Lane* (17 Q. B. D. 74).

These provisions effectually prevent a mortgage of after-acquired chattels, unless they are acquired in substitution for those comprised in the bill of sale which become worn out: *Consolidated Credit Co.* v. *Gosney* (34 W. R. 106, 16 Q. B. D. 24). It should, perhaps, be stated that where a bill of sale mortgages both chattels in possession and after-acquired chattels, the invalid provisions as to the after-acquired chattels do not invalidate the mortgage of the property in possession: *Roberts* v. *Roberts* (32 W. R. 605, 13 Q. B. D. 794), overruling *Levy* v. *Polack* (W. N., 1885, 76).

These provisions are subject to the important exceptions of (1) any growing crops separately assigned or charged where such crops were actually growing at the time when the bill of sale was executed; (2) any fixtures separately assigned or charged, and any plant or trade machinery, where such fixtures, plant, or trade machinery are used in, attached to, or brought upon any land, farm, factory, workshop, shop, house, warehouse, or other place in substitution for any of the like fixtures, plant, or trade machinery specifically described in the schedule to such bill of sale: see the Act of 1882, s. 6.

The words "separately assigned" in this section have reference to the 4th section of the Act of 1878. As to growing crops, they mean "not assigned together with any interest in the land on which they grow." As to fixtures, "not assigned together with a freehold or leasehold interest in any land or building to which they are annexed."

It should be observed that a grant of after-acquired chattels passes only an equitable interest, and that, therefore, if, after they come into existence, and before the grantee takes possession, some other person, without notice of the grantee's interest, acquires a legal interest in them, the title of the grantee is ousted: *Joseph* v. *Lyons* (33 W. R. 145, 15 Q. B. D. 280), *Hallas* v. *Robinson* (33 W. R. 426, 15 Q. B. D. 289).

*** There is an omission of some words in a sentence in our previous article at the top of page 41, second column. The latter part of the sentence should read, "were intended to apply solely to the case where the mortgage was by *demise*, or whether they would also apply to the case of a mortgage *in fee*, and whether they apply to the *implied tenancy* of the mortgagor created by the mortgage, or only to the *express tenancy* created by the attornment."

CONCERNING SEARCHES.

(XV.) JUDGMENTS.

II. The Modern Law of Judgments (*continued*).

Registration of judgments.—By section 19 of 1 & 2 Vict. c. 110, no judgment of any of the said "superior courts"—*i.e.*, at Westminster—"nor any decree or order in *any* court of equity, nor any order in bankruptcy or lunacy, shall, *by virtue of this Act*, affect *any* lands," &c., as to purchasers *unless and until* registered in the Court of Common Pleas in the manner therein prescribed, in the name of "the person whose estate is intended to be affected thereby." (*Semble*, therefore, that if a defendant was sued as trustee, the registration should be in the name of the *cestui que trust*, against whom a purchaser would search.)

The section does not mean that judgments shall, when registered, affect lands as from entry of judgment; its effect is to cut down the prior sections which bind lands as from entry of judgment and to affect purchasers only from the time of registration (*Hargrave* v. *Hargrave*, 23 Beav. 484).

The statute 1 & 2 Vict. c. 110 did not repeal the Statute of Westminster 2 or the Docket Act (*ante*, p. 25), so that, as section 19 applies only to the rights given "by virtue of this Act," it was, apparently, still open to a creditor to docket his judgment under

the Act of Wm. & M., and thus to affect purchasers, even without notice, to the extent of the rights against them given by the old law. Questions were also raised (1) whether, if a judgment was neither docketed under the Act of Wm. & M., nor registered under the Act of Vict., a purchaser *with notice* would still be bound upon the principles laid down in *Davis* v. *Strathmore* (*ante*, p. 25); and (2) whether, if a judgment was registered under the Act of Vict., a purchaser *without notice* would be bound (at least to the extent of the creditor's remedy under section 11) as he would have been before the Act, by a duly docketed judgment (see *ante*, p. 25).

2 & 3 Vict. c. 11.—These questions were partially answered by this Act, "for the better protection of purchasers against judgments," &c. Section 1 provided that no judgment should thereafter be docketed under the Act of Wm. & M., and that the dockets should be finally closed. By section, 2 judgments *already docketed* under the Act of Wm. & M. were not (after the 1st of August, 1841) to affect lands as against purchasers unless and until registered in accordance with 1 & 2 Vict. c. 110, s. 19.

Re-registration.—By 2 & 3 Vict. c. 11, s. 4, it was enacted that all judgments which had, since the 1 & 2 Vict. c. 110, been registered thereunder, or should thereafter be registered, should, after the expiration of five years from the date of "entry" (? registration) thereof, be null and void against lands as to purchasers, unless registered again in the Court of Common Pleas within five years before the execution of the instrument vesting or transferring the legal or equitable title and so *toties quoties* at the expiration of every succeeding five years. The purchasers protected by this section are persons who become such after the expiration of five years from the last registration and before re-registration. It does not apply to purchasers who become such during the currency of the period of five years from any registration, and they will be bound (subject to the provisions of section 5, *post*), though there be no subsequent re-registration (*Shaw* v. *Neale*, 6 H. L. C. 581; see 29 Ch. D. 531); for the object of the statute was to enable a purchaser to ascertain with certainty what judgments exist, not to give him a chance of improving his title by the possible subsequent neglect of a judgment creditor to re-register (*Beavan* v. *Earl of Oxford*, 6 De G. M. & G. 492, 499).

Purchasers without notice.—By 2 & 3 Vict. c. 11, s. 5, as against purchasers without notice, judgments, "although duly registered," are not to "bind or affect any lands," or any interest therein, "farther or otherwise or more extensively" than a judgment would have bound such purchasers before the 1 & 2 Vict. c. 110, where it had been duly docketed according to the law then in force. This enactment, therefore, left purchasers without notice of registered judgments liable to the extent of the remedies under the old law (*Doswell* v. *Reece*, 11 Jur. N. S. 764). The old dockets were closed, the object of the Act being to complete a perfectly new register, so that the purchaser should have reference to only one register (6 De G. M. & G. 534). The words are large enough to extend the benefit of the enactment to all *bonâ fide* purchasers and mortgagees deriving title, whether mediately or immediately, from the debtor, and to relieve them from any judgment which they do not find entered upon the register during the preceding five years. The plain intention of the statute was to obviate the necessity for extended searches. The effect is, that a purchaser may always be satisfied with a five years' search. He may have to look for the names of various persons who, for a considerable time past, have been interested in the property; but in each case he may limit his search to the period of five years last past: *per* Wood, V.C., *Benham* v. *Keane* (9 W. R. 765, 1 J. & H., at p. 708).

Though this Act required judgments "already docketed" under the old law to be registered under 1 & 2 Vict. c. 110, it did not appear to include judgments which had never been docketed; and therefore it was still doubtful how far a purchaser with notice would be affected by undocketed judgments, and also by judgments required to be registered under 1 & 2 Vict. c. 110, but not, in fact, so registered.

Purchasers with notice of unregistered judgments (*3 & 4 Vict. c.* 82).—This Act was passed expressly to amend 1 & 2 Vict. c. 110. Section 2, after reciting section 19 of that Act (as to registration), and that doubts had been entertained whether a purchaser having notice of "such judgments as aforesaid" would not in equity be affected thereby, notwithstanding they had not been registered, proceeds to enact that purchasers are not, "*by virtue of the said Act*," to be affected by such judgments unless and until registered, any notice thereof in anywise notwithstanding. The result, therefore, in cases to which the Acts 2 & 3 Vict. c. 11 and 3 & 4 Vict. c. 82 were applicable was that, to entitle a judgment creditor to the extended remedies given by 1 & 2 Vict. c. 110, there must be both registration and notice; so that a purchaser without notice of a registered judgment, or with notice of an unregistered judgment, would not be bound by the new law.

It still remained doubtful how far a purchaser with notice would be affected by a judgment registered under 1 & 2 Vict. c. 110, but not re-registered under 2 & 3 Vict. c. 11 (section 4) to which 3 & 4 Vict. c. 82 makes no reference. And section 2 of the latter Act appeared to protect purchasers with notice of unregistered judgments only from the operation of 1 & 2 Vict. c. 110 (Dart, 488), leaving them exposed to such remedies as, under the old law, a creditor would have had against a purchaser with notice of an undocketed judgment. Nor did section 2 clearly apply to judgments entered up before 1 & 2 Vict. c. 110.

18 Vict. c. 15.—The object of this Act, as described by its title, was "the better protection of purchasers against judgments," &c. Section 4 recites that the protection given by 3 & 4 Vict. c. 82, s. 2, to purchasers with notice of unregistered judgments is confined to judgments binding by virtue of 1 & 2 Vict. c. 110, that the old dockets had been closed, and that that provision ought not to be so restricted, and then enacts that no judgment "which might be registered under" 1 & 2 Vict. c. 110 (thus including judgments docketed or undocketed (?) entered up before that Act and never registered under it) "shall affect any lands at law or in equity" as against purchasers, unless registered as mentioned in 1 & 2 Vict. c. 110, with "the proper officer of the proper court," any notice notwithstanding. The terms of this section seem to protect the purchaser in respect of the operation of the old law as well as that of 1 & 2 Vict. c. 110.

The doubt as to purchasers with notice of judgments registered but not re-registered is met by section 5, which enacts that the protection given by 3 & 4 Vict. c. 82, s. 2, to purchasers with notice of unregistered judgments shall be deemed to extend to section 4 of 2 & 3 Vict. c. 11, so that notice of any judgment not duly re-registered shall not avail against purchasers. But the protection given by 3 & 4 Vict. c. 82 is only against the operation of the new law, and it is, perhaps, not quite clear that this section protects the purchasers to any greater extent where there is no re-registration within five years, though the more general terms of section 4, as to cases where there has never been any registration at all, appear to exclude all liability under the old law as well as the new.

Section 6 enacts that re-registration within five years before the execution of the instrument vesting or transferring the legal or equitable title in or to a purchaser shall be deemed sufficient to bind the purchaser, although more than five years shall have expired since the last previous registration, and so *toties quoties* upon every re-registry. This section is said to have been passed in consequence of the decision in *Freer* v. *Hesse* (4 De G. M. & G. 495).

In cases where the existence of notice is material it should be noted that registration is not of itself notice (*Lane* v. *Jackson*, 20 Beav. 539.

REVIEWS.

THE LAWYER'S COMPANION.

THE LAWYER'S COMPANION AND DIARY, AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1887. Edited by J. TRUSTRAM, Barrister-at-Law. FORTY-FIRST ANNUAL ISSUE. Stevens & Sons; Shaw & Sons.

The present issue of this valuable annual contains the new county court and bankruptcy scales of costs, and the regulations under the Prosecution of Offences Acts. There is some need of re-arrangement of the matter in this part of the book. Surely all the matter relating to costs should be placed together, and the provisions as to stamp duty on securities to bearer, and duty on property of bodies corporate and unincorporate should be relegated to the part relating to stamp duties, instead of being sandwiched between the Prosecution of Offences Regu-

lations and Conveyancing Costs. We may, perhaps, suggest that in future issues it would be convenient to have the dates of appointment of Queen's Counsel added to their names in the list at page 2 of Part II. The editor would confer a great service on the profession if in the list of country solicitors he would adopt the suggestion often made by our correspondent, Mr. John Miller, that a method should be devised of indicating at which of several places named a solicitor has his head-quarters or an office and clerk in daily attendance. Surely none of the solicitors described as practising at several places would object to give this information on application. We have checked the list of country solicitors in several cases to ascertain whether the names of practitioners who have died during the last year are still inserted, but in all the cases we have looked for we have found that most creditable care has been exercised.

EQUITY INDEX.

CHITTY'S INDEX TO ALL THE REPORTED CASES DECIDED IN THE SEVERAL COURTS OF EQUITY IN ENGLAND, THE PRIVY COUNCIL, AND THE HOUSE OF LORDS, WITH A SELECTION OF IRISH CASES, ON OR RELATING TO THE PRINCIPLES, PLEADING, AND PRACTICE OF EQUITY AND BANKRUPTCY; FROM THE EARLIEST PERIOD. FOURTH EDITION. By HENRY EDWARD HIRST, Barrister-at-Law. Vol. 3. Stevens & Sons; H. Sweet & Sons; W. Maxwell & Son.

It is fast approaching two years since the issue of the last volume of this useful book, but the delay appears, under the circumstances stated in the preface, to have been unavoidable. The arrangement of matter in the headings we have examined varies in merit, but as to some we can speak with much satisfaction. The heading "Executor and Administrator," for instance, which occupies 353 pages, appears to us to be admirably classified, and affords an almost indispensable adjunct to the last edition of Williams. "Husband and Wife" is another important heading which is, on the whole, well classified, and will be of great service to the practitioner.

ENGLISH CONSTITUTIONAL HISTORY.

ENGLISH CONSTITUTIONAL HISTORY FROM THE TEUTONIC CONQUEST TO THE PRESENT TIME. By THOMAS PITT TASWELL-LANGMEAD, Barrister-at-Law. THIRD EDITION. By C. H. E. CARMICHAEL. Stevens & Haynes.

We believe that this journal was among the first to recognize the merits of Mr. Taswell-Langmead's work. Originally intended as a manual for students at the universities and the Inns of Court, its conciseness and comprehensiveness speedily gained for it a high reputation among these classes, while its easy and interesting style rendered it hardly less adapted for the general reader. Mr. Carmichael has revised the whole book, and practically remodelled the chapters on "The Succession to the Crown" and the "Progress of the Constitution since the Revolution."

CORRESPONDENCE.

SLAUGHTER-HOUSES IN RURAL SANITARY DISTRICTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be glad if you or any of your readers can inform me whether any licence or registration is necessary for the erection or use of a slaughter house (for the slaughter of cattle *for sale* for butcher's meat) in a rural sanitary district, and whether there is any law prohibiting or in any way restricting the erection and use of such a slaughter-house.

Slaughter-houses within the metropolis, as defined by Schedules A., B., and C. to the Metropolis Management Act, 1855, are regulated by the Slaughter-houses Metropolis Act, 1874 (37 & 38 Vict. c. 67), and other statutes; and those within urban sanitary districts are regulated by the Public Health Act, 1875 (38 & 39 Vict. c. 55, ss. 169, 170), incorporating the Towns Improvement Clauses Act, 1847 (10 & 11 Vict. c. 37, ss. 125—131); but I cannot find any Act regulating or restricting the erection or use of slaughter-houses used for the above-mentioned purpose within rural sanitary districts where the rural authority has not been invested with the powers of an urban sanitary authority under section 276 of the Public Health Act, 1875.

By 25 & 26 Geo. 3, c. 71, a licence (to be obtained at quarter sessions) is required for all slaughter-houses used for the slaughter of animals *which shall not be killed for butcher's meat;* and 7 & 8 Vict. c. 87, s. 1, provides for the annual renewal of such licences; but these statutes do not appear to apply to cases where the animals are slaughtered for the purpose of food.

No doubt sections 116—119 of the Public Health Act, 1875 (relating to unsound meat, &c.) apply to slaughter-houses of the description referred to; but, with this exception, the erection and use of such slaughter-houses in a rural sanitary district appears to be unrestricted.

Perhaps you or some of your readers can inform me whether I am correct in my conclusion, or can throw some further light upon the subject.

F. H. C.

November 11.

[So far as we know, or can ascertain, our correspondent's conclusion is correct. The slaughtering of cattle for any purpose must, in urban sanitary districts, and in the metropolis, and in places where the Towns Improvements Clauses Act, 1847, is in force, be carried out in licensed slaughter-houses only; but the requirement of a licence elsewhere appears, by 26 Geo. 3, c. 71, and its amending Acts, to be limited to cases where the animals slaughtered (for these statutes apply to horses as well as cattle) are not to be used for food. The reason of the distinction is partly a sanitary one, arising from the fact that slaughter-houses are more of a nuisance in crowded than in thinly-populated places, and partly a reason of police, the preamble of 26 Geo. 3, c. 71, setting out that "the practice of *stealing* horses, cows, and other cattle hath of late years increased to an alarming degree, and hath been greatly facilitated by certain persons of low condition who keep houses or places for the purpose of slaughtering horses and other cattle."—ED. *S. J.*]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

ORDERS OF COURT.

Saturday, 13th November, 1886.

Whereas, Arthur Kekewich, Esq., one of her Majesty's Counsel, has been appointed a judge of the High Court of Justice, and of the Chancery Division of the said High Court. And whereas it is expedient that the causes now standing for trial or hearing only before Mr. Justice Stirling should be transferred to the said Arthur Kekewich as a judge of the Chancery Division, for the purpose of trial or hearing only. Now I, The Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order:—

(1.) That the several causes now standing for trial and hearing only, before Mr. Justice Stirling (other than the causes set forth in the schedule hereto) be transferred to the said Arthur Kekewich, as a judge of the Chancery Division, for the purpose of trial or hearing only.

(2.) That no cause or matter be assigned to the said Arthur Kekewich, as a judge, by the same being marked with his name.

And this order is to be drawn up by the registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

SCHEDULE

Williams *v.* Dealtry action for judgment
Williams *v.* Bell action
Broad *v.* Harris, Robbins *v.* Harris action part heard
Badeley *v.* Consolidated Bank action
Litchfield *v.* Jones adjd. sumns.

Whereas the Honourable the Vice-Chancellor Sir James Bacon has resigned the office of judge of Her Majesty's High Court of Justice, I, The Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order and direct that all causes and matters pending before the said Vice-Chancellor Sir James Bacon as a judge of Her Majesty's High Court of Justice, be transferred to Mr. Justice Kay and marked with his name. And I do further order that the chief clerks and other clerks and officers attached to the chambers of the said Sir James Bacon continue to perform the same duties in relation to Mr. Justice Kay as those which they have hitherto performed for the said Vice-Chancellor Sir James Bacon.

And this order is to take effect on Monday, the 15th November instant, and is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

Whereas by an order dated the 13th day of November, 1886, I did order and direct that all causes and matters pending before the Vice-Chancellor Sir James Bacon, as a judge of Her Majesty's High Court of Justice, should be transferred to Mr. Justice Kay, and marked with his name. And I did further order that the chief clerks and other clerks attached to the chambers of the said Sir James Bacon should continue to perform the same duties in relation to Mr. Justice Kay as those which they had hitherto performed for the said Vice-Chancellor Sir James Bacon. Now I, The Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do order that all causes and matters pending before the said Mr. Justice Kay, as a judge of Her Majesty's High Court of Justice, be trans-

ferred to Mr. Justice Stirling, and marked with his name. And I do further order that the chief clerks and other clerks and officers attached to the chambers of the said Mr. Justice Kay, continue to perform the same duties in relation to Mr. Justice Stirling as those which they have hitherto performed for the said Mr. Justice Kay. And I do further order that so much of the order dated the 19th day of May, 1886, as directs that no cause or matter should be assigned to the said Mr. Justice Stirling, by the same being marked with his name, be discharged.

And this order is to take effect on Monday, the 15th November instant, and is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

HALSBURY, C.

COUNTY COURTS.

I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do, under the powers vested in me by the County Court Rules, 1886, hereby order that the offices of the county courts may be closed on the twenty-fourth, the twenty-seventh, and twenty-eighth days of December, 1886.

Given under my hand this first day of November, 1886.

HALSBURY, C.

CASES OF THE WEEK.

GOLDSTROM *v.* TALLERMAN—C. A. No. 1, 12th November.

BILL OF SALE—INTEREST UPON INTEREST—CHARGE OF INSURANCE PREMIUMS, RENT, RATES, AND TAXES.

In this case the question arose as to the validity of a bill of sale. The document purported to have been given as security for an advance of £500, and interest thereon at the rate of 60 per cent. The defendant agreed "that he would duly pay to the claimant the principal sum aforesaid, together with the interest then due, by twelve equal monthly payments of £41 13s. 4d. on the 21st day of August now next, and £41 13s. 4d. on the 21st day of each and every succeeding month until the whole of the said sum and interest shall be fully paid, and in default of payment of any instalment, then that he, the mortgagor, will pay interest thereon, at the rate aforesaid, from the date when such instalments shall become due until full payment thereof." The mortgagor further agreed to pay the rent, rates, and taxes of any premises whereon the assigned chattels might be, and also to keep the premises insured against fire in the sum of £1,000, and that in default it should be lawful for the mortgagee to keep on foot the insurance, and to charge the costs, with interest at the rate of 20 per cent. per annum to the mortgagor, and that the same should be considered as included in the security. The bill of sale further gave the mortgagee a power to pay all rent, rates, and taxes, &c., which might become due and payable in respect of the premises, and provided that all such payments made by the mortgagee, with interest at the rate of 20 per cent., should be a charge upon the assigned chattels, which should not be redeemed until full payment of all such moneys and interest. The Queen's Bench Division (34 W. R. 460) held that this bill of sale was bad. On appeal the court reversed that decision. FRY, L.J., in reading the considered judgment of himself, Lord ESHER, M.R., and BOWEN, L.J., said that the word "instalment" referred only to the twelfth part of the principal sum and not to any interest. The stipulation for interest to be paid up till the actual time of payment was necessary to give the lender his right to 60 per cent. between the day fixed for payment and the actual time of payment; for otherwise, after default, a jury would have been justified in giving only 4 or 5 per cent. The words in the form given in the schedule to the Act of 1882 with regard to the payment by equal instalments was to be read to mean that the grantor would pay the principal sum by equal payments on the stipulated days together with the interest due at the respective times of payment of the instalments of the principal. With regard to the provisions as to payment of insurance premiums, rent, rates, taxes, &c., his lordship said that the court was of opinion that the case was practically governed by *Ex parte Stanford* (34 W. R. 507) and that it was competent to a lender to have such provisions inserted for the maintenance of the security granted by a bill of sale.—COUNSEL, *Cooper Willis*, Q.C., and *Ringwood*; *Lionel Hart*. SOLICITORS, *Joseph Davis*; *Edward Lee*.

WILLIAMS *v.* THE PEEL RIVER LAND AND MINERAL CO.—C. A. No. 2, 12th November.

ACTION TO RECOVER STOCK—INJUNCTION TO RESTRAIN SALE—SUBSEQUENT FALL IN PRICE—DAMAGES.

The question in this case was as to the plaintiffs' right to damages in consequence of a fall in the value of certain stock during the existence of an injunction which they had obtained to restrain some of the defendants from selling it. In September, 1882, the plaintiffs sent to T. & Co., brokers, a certificate for £15,000 stock in the defendant company, with instructions to sell the same as opportunity should offer. T. & Co. sold £1,000 of the stock, and duly accounted for the proceeds, and in October a new certificate for the remaining £14,000 stock was issued in the plaintiffs' names to T. & Co. This certificate was not negotiable, but in May, 1883, it was deposited by T. & Co. with a bank to secure certain advances to them, and the bank claimed to hold the certificate as against the plaintiffs. The action was commenced in February, 1884, against the company, the bank, and the trustee in bankruptcy of T. & Co., asking that the bank might be ordered to deliver up the certificate; that the company might be restrained from permitting any transfer; and that the bank might be restrained from selling the stock. Shortly afterwards the plaintiffs obtained an interlocutory injunction restraining the bank from selling, but in October, 1885, the bank abandoned their claim and delivered up the certificate to the plaintiffs. The stock had meanwhile fallen in value, and the plaintiffs claimed damages from the bank for its unlawful detention. NORTH, J., held (W. N., 1886, 50), that the loss was caused by the plaintiffs' own fault in not asking for a sale of the stock when they applied for the injunction, and that they were not entitled to any damages. THE COURT OF APPEAL (COTTON, BOWEN, and FRY, L.JJ.), reversed the decision, and gave the plaintiffs £900 damages. COTTON, L.J., said that the injunction was granted only in consequence of the unfounded claim made by the bank. The plaintiffs simply wished to stop the bank, as persons dealing wrongfully with the shares, from selling them. It was true that the plaintiffs might have suggested the sale of the shares and payment of the proceeds into court, but so might also the bank. In considering the question of damages, the court took into account the fact that the plaintiffs were desirous to sell, but were prevented from selling the shares, and also the market value of the shares. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Sir Horace Davey*, Q.C.; *Warmington*, Q.C., and *Decimus Sturges*; *R. T. Reid*, Q.C., and *H. Burton Buckley*. SOLICITORS, *Young, Jones, & Co.*; *Druces & Attlee*; *Lawrance, Baker, & Co.*; *Freshfields & Williams*.

HELMORE *v.* SMITH—C. A. No. 2, 17th November.

R. S. C., 1883, LVIII., 16, 17—APPEAL—STAY OF PROCEEDINGS—APPLICATION TO COURT OF APPEAL IN FIRST INSTANCE—RESIGNATION OF JUDGE BY WHOM ORDER APPEALED FROM WAS MADE.

In this case a question arose as to the mode of making an application for a stay of the proceedings under an order, pending an appeal, in the case of the resignation of the judge by whom the order appealed from had been made. Rule 16 of order 58 provides that "an appeal shall not operate as a stay of execution or of proceedings under the decision appealed from, except so far as the court appealed from, or any judge thereof, or the Court of Appeal, may order." And by rule 17: "Whereever under these rules an application may be made either to the court below, or to the Court of Appeal, or to a judge of the court below or of the Court of Appeal, it shall be made in the first instance to the court or judge below." In the present case the application was for a stay, pending an appeal, of the proceedings under an order which had been made by Bacon, V.C., on the 8th of November. On the 10th of November Bacon, V.C., resigned his office. On the 11th of November notice was served of the present application to the Court of Appeal. On the opening of the application the preliminary objection was raised, that no application for a stay of proceedings had been made to the court below in accordance with rule 17. THE COURT (COTTON, L.J., and HANNEN, P.) overruled the objection. COTTON, L.J., said that, under the peculiar circumstances of the case, the objection ought not to be allowed. Kay, J., to whom the business of Bacon, V.C., had been transferred, would know no more of the case than the Court of Appeal did.—COUNSEL, *Marten*, Q.C., and *G. Henderson*; *Millar*, Q.C., and *Oswald*. SOLICITORS, *Richard Furber*; *Jost Emanuel, & Co.*

Re HASTINGS, HALLET *v.* HASTINGS—Kay, J., 10th November.

SEPARATE ESTATE—STATUTE OF LIMITATIONS.

This case raised the question whether the Statute of Limitations is or is not capable of being a defence to an action against a married woman by a creditor on a simple contract debt seeking to obtain execution against her separate estate. On April 1, 1865, Mr. Heane married Lady Hastings, who was entitled to separate estate. In 1875 he paid to her the sum of £400. She died in 1884, and Mr. Heane carried in a claim against the separate estate of Lady Hastings in respect of the £400 on the footing of its having been advanced as a loan. The chief clerk disallowed the claim and the point now came before the court upon an adjourned summons seeking to vary the chief clerk's certificate. It was denied on the part of the estate that the payment was a loan, but if it were then the Statute of Limitations was relied upon on the ground that this was, if anything, a simple contract debt, there having been no payment or acknowlegement in respect of the debt by Lady Hastings. There was separate estate available for execution. KAY, J., said he would not enter into the question of whether the payment was a loan or not, but would assume against the estate, for the purpose of his decision, that it was a loan. It had not been proved that Lady Hastings, during her life, had made any payment or given any acknowledgment by which the debt would be taken out of the Statute of Limitations; and if the debt was regarded as one upon simple contract, six years having elapsed since it was entered into, the Statute of Limitations would apply in an ordinary case. What was there, here, then, to exclude the operation of the equitable analogy to the Statute of Limitations? This was but an action upon the debt of a married woman seeking to obtain execution against her separate estate; there was no lien or charge upon the separate estate, and the doctrine that a married woman's contract of debt operated as an appointment of her separate estate had been settled not to effect a lien or charge upon her property, but merely to admit of execution being had against it. Upon principle, then, the monstrous result that a creditor could get execution upon a simple contract debt of a married woman any number of years after it was

contracted, without any payment or acknowledgment having been made in the meantime by her, did not obtain. Upon principle, he was of opinion that the Statute of Limitations applied to the present case. Secondly, upon authority, the claim was supported upon the case of *Norton* v. *Turvill* (2 P. Wms. 144); but, in his opinion, the explanations of that case by later authorities did not warrant its application to prevent the bar of the Statute of Limitations in the present case.—COUNSEL, *Fischer*, Q.C., and *J. G. Wood*; *Hastings*, Q.C., and *P. Beale*; *Colt*. SOLICITORS, *Flower & Nussey*; *Stephens & Couldwell*; *Torr*.

HOLT & CO. *v.* BEAGLE AND OTHERS—Kay, J., 11th November.

MORTGAGE—FORECLOSURE—PUBLIC-HOUSE—RECEIPT OF RENTS AND PROCEEDS OF BUSINESS BETWEEN DATE OF CERTIFICATE AND DAY FIXED FOR REDEMPTION.

This was a motion for foreclosure absolute of a mortgage of the lease, fixtures, fittings, and goodwill of the business of a public-house. The question was what order should be made, having regard to the fact that the receiver and manager appointed in the action, and continued by the judgment, had received moneys between the date of the chief clerk's certificate and the day fixed for redemption, and to the decision in *Jenner-Fust* v. *Needham* (34 W. R. 709, 32 Ch. D. 582), that the receipt of moneys by the receiver between the chief clerk's certificate and the day for redemption operated to open the foreclosure and to render it necessary to fix a new date for redemption. The defendants had not appeared throughout the action, but had been served with notice of the present application. It was contended, on behalf of the plaintiffs, that, as the subject-matter of the mortgage was the business of a public-house, of which the receipts varied in amount and were taken *de die in diem*, it would be very inconvenient if precisely the same order should be made as was made in the case of *Jenner-Fust* v. *Needham*. KAY, J., directed that the receiver should forthwith pass his final account and be discharged. The balance (if any) on the receiver's account should be paid into court, with liberty for any of the parties to apply as to such balance and as to the costs of the present application.—COUNSEL, *Ratcliffe*. SOLICITORS, *T. W. Ratcliffe & Son*.

Ex parte THE MAYOR AND CORPORATION OF LONDON, *Re* ZION COLLEGE—Kay, J., 11th November.

INTERIM INVESTMENT OF PURCHASE-MONEY—COSTS—LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 1, 80—ZION COLLEGE ACT, 1884.

This was a motion to discharge an order made in chambers, and the object of the application was to enable the matter to be taken to the Court of Appeal. The question was whether the court could order the President and Fellows of Zion College to pay the costs of the interim investment of the purchase-money paid by them to the Corporation for certain land on the Thames Embankment. The facts, so far as material, were as follows:—In the reign of King Charles I., the Rev. Thomas White bequeathed a sum of money for the purpose of founding a college and library for the benefit of the clergy of the City of London, and an almshouse for ten poor men and ten poor women. Zion College was accordingly incorporated by charters of King Charles I. and King Charles II., and various powers, including powers to acquire and manage land, were given to the President and Fellows. These powers were extended by an Act of Parliament passed in 1875. By a further Act, the Zion College Act, 1884, the President and Fellows were authorized to purchase from the Corporation of London land on the Thames Embankment, for the purpose of providing a site for a new college and library. By section 4 of the last-mentioned Act it was provided that "all purchase-money to be paid by the President and Fellows of Zion College for the said piece of land should be paid into the Bank of England in the same manner and to the same account as if the same were paid in under the Lands Clauses Consolidation Act, 1845, and other Acts amending the same, and should be dealt with accordingly," but the Lands Clauses Act was not otherwise incorporated with it. The purchase-money was paid into the bank under section 4, and an application made for the interim investment of it. KAY, J., said that he was very glad to have an opportunity of stating the reasons by which he had been guided in making the order in chambers. The object of the Lands Clauses Act, 1844, was to enable certain provisions usually inserted in railway, land, and other similar Acts, to be introduced in future Acts in a simple and short manner. It was not, however, so far as he was aware, usual to introduce such clauses into all Acts relating to private charities. Zion College was not an undertaking or work of a public nature within section 1 of the Lands Clauses Act, and that Act could not, therefore, be held to be incorporated with the Zion College Act, 1884, unless the latter Act contained express words to that effect. That was not so. It was then agued that section 4 of the Zion College Act, 1884, incorporated the Lands Clauses Act sufficiently to make section 80 apply to the present case. Section 80, however, although it gave the court certain powers to order the payment of costs, did not deal with the purchase-money. It could not, therefore, be said to be incorporated by section 4 of the Zion College Act, 1884. For these reasons he could not hold that the court had the jurisdiction contended for by the Corporation.—COUNSEL, *Baker*; *Rawlins*. SOLICITORS, *The City Solicitor*; *Clarke, Rawlins, & Co.*

HANLEY AND ANOTHER *v.* MALLETT—Chitty, J., 12th November.

INJUNCTION TO RESTRAIN PROCEEDINGS ON AWARD OF COSTS UNDER REPORT OF SELECT COMMITTEE OF HOUSE OF COMMONS—JURISDICTION—28 & 29 VICT. C. 27, ss. 2, 3, 5—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 8.

In this case it appeared that the defendant was the promoter of a bill for the dissolution of the company and the abandonment of its undertaking, and the plaintiffs were directors of the company. A petition by the company was presented in opposition to the abandonment bill. The Select Committee of the House of Commons reported in favour of the abandonment, and also stated in their report that they were of opinion that the defendant had been vexatiously subjected to expense in the promotion of the abandonment bill by the opposition of Hanley and Fisher (the present plaintiffs) directors of the company, petitioners against the bill, and that Mallett (the defendant) was entitled to recover from Hanley and Fisher the proportion of his costs in relation to the abandonment bill. By 28 & 29 Vict. c. 27, it is provided (section 2) that the Committee on Private Bills may award costs against petitioners vexatiously opposing, and (section 3) provision is made for the taxation of such costs, and that the certificate of the taxing master of the House shall be exclusive evidence of the amount of the demand, and of the title of the party therein named to recover; and (section 5) that the person entitled to the taxed costs may sue for the same, and in such actions the plaintiff, on filing a declaration of indebtedness, together with the certificate, shall be at liberty to sign judgment and issue execution, and that the validity of such certificate shall not be called in question in any court. The taxing master had issued his certificate awarding the defendant some £227 costs as against the plaintiffs. It was contended by the plaintiffs that, as the company were the petitioners against the abandonment bill, the report of the Select Committee in denominating the plaintiffs petitioners, and directing them to pay costs, was null and void, and all proceedings founded on it uselessly vexatious. The plaintiffs moved for an injunction to restrain the defendant from taking any further proceedings on the certificate or on the report of the Select Committee. CHITTY, J., said that the House of Commons had decided, whether rightly or wrongly, that the plaintiffs were petitioners. The court was unable to control that decision. Moreover, the Act of Parliament said that the certificate of the taxing master was to be conclusive evidence, and not to be questioned in any court. The plaintiffs were proceeding in the very teeth of the Act of Parliament. Further, the Appeal Court had held, in *North London Railway Co.* v. *Great Northern Railway Co.* (31 W. R. 490, 11 Q. B. D. 30) and *London and Blackwall Railway Co.* v. *Cross* (34 W. R. 201, 31 Ch. D. 354), that there was no jurisdiction under the Judicature Act, 1873, s. 25, sub-section 8, to grant injunctions restraining proceedings which were being taken in non-judicial tribunals—such as, for instance, arbitration proceedings—merely because such proceedings must be vexatious and futile. The present application fell within the principle of those cases. He should, for all these reasons, refuse the motion, with costs. When the defendant had signed judgment for the taxed costs, then would have been the right time for the plaintiffs to have brought forward their claim as to the certificate's invalidity.—COUNSEL, *Romer*, Q.C., and *Henry Kisch*; *H. B. Buckley*. SOLICITORS, *Whitfield*; *Torr & Co.*

TAPSCOTT *v.* TAPSCOTT—Chitty, J., 13th November.

PAYMENT OUT OF COURT—BENEFICIARY ABROAD—POWER OF ATTORNEY—PROOF.

In this case, being a petition for payment out of court, it appeared that one of the persons entitled to a share in the fund, who resided in Western Australia, had executed a power of attorney, sealed with the seal of a notary public in Western Australia. An affidavit was made by one of the petitioners, who was a brother of the giver of the power, proving the signature. CHITTY, J., said that the court would take judicial notice of the seal of the notary public, and that the affidavit was sufficient proof of signature of the power of attorney.—COUNSEL, *Hedley*.

Re GREAT WESTERN STEAMSHIP CO. (LIM.)—North, J., 13th November.

COMPANY—REDUCTION OF CAPITAL—SHARES UNEQUALLY PAID UP—UNPAID CALLS.

This was a petition for the confirmation by the court of special resolutions which had been passed for the reduction of the capital of the company. The nominal capital was £1,000,000, in 20,000 shares of £50. The articles of association gave the directors power to issue any of the shares as preference shares. Only 6,044 shares had been issued—1,359 of them as preference shares—and the remaining 4,685 as ordinary shares. All the preference shares, and 4 360 of the ordinary shares, had been paid up in full. On the remaining 325 ordinary shares only £38 per share had been called up, and that sum had been paid on all of these shares except 37, on which only £30 per share had been paid, a call of £8 per share not having been paid on them. A considerable amount of capital had been lost, and the resolutions provided that the nominal capital of the company should be reduced to £264,000, in 8,000 preference shares of £15, and 12,000 ordinary shares of £12, paid up capital which had been lost being cancelled to the extent of £35 on each of the 1,359 preference shares, and to the extent of £38 on each of the ordinary shares. It was proposed to state in the minute which was to be registered, that on 325 of the ordinary shares (specified by their numbers) nothing was to be deemed to have been paid up, all of the other issued shares being deemed to have been fully paid up. An order had been made in chambers dispensing with the advertisement of the presentation of the petition, as the proposed reduction would not affect the rights of creditors. In the first instance, NORTH, J., felt some difficulty in confirming the resolutions, because he thought that, if all the 325 ordinary shares were registered as £12 shares, on which nothing was to be deemed to have been paid, it might not be possible in the event of a winding up to recover from the holders of the 37 shares the unpaid £8 per share in respect of the call made before the reduction. Evidence, however was adduced that the holders of the 37 shares were persons of no means, from whom it would be practically im-

possible to recover any part of the £8 call, and this being so, NORTH, J., said that he would confirm the resolutions, as no harm could be done to the creditors. But the order would be without prejudice to any claim against the holders of the 37 shares.—COUNSEL, *Cozens-Hardy*, Q.C., and *Christopher James*. SOLICITORS, *Saunders, Hawksford, Bennett, & Co.*

GUILBERT-MARTIN *v.* KERR & JUBB—Kekewich, J., 16th November.

PATENT—BENEFICIAL USER—PRIOR PUBLICATION.

The plaintiff, a French subject, took out a patent, No. 4,960, on the 17th of October, 1883, for an improvement in water gauge glasses for steam boilers; the improvement being the addition, at the back of the tube, of a white enamel band with a pink stripe down it. By this means the height of the water in the tube could be more easily seen. It appeared that in or about the year 1877 the superintendent of the engines of Messrs. Crossley & Co., at Halifax, being dissatisfied with the ordinary clear glass tubes, ordered from a glass tube manufacturer at Birmingham a number of gauges with different coloured stripes at the back, and amongst others some with a white enamel band with a red stripe down the centre. A number of these coloured tubes, together with some clear glass ones, were sent to him through a firm of Kerr & Jubb, who usually supplied gauge tubes. Crossley & Sons and their superintendent had a patent, No. 4,111, dated the 1st of December, 1874, for coloured glass tubes. No separate invoice was made for the different colours. Messrs. Crossley had some of the red striped tubes fixed to their boilers, where several remained for about two years; but as they did not prove satisfactory to their engine superintendent, he gave orders for the discontinuance of their use, and no more were put on the boilers. The plaintiff had begun to sell on a large scale glasses manufactured by him, whereupon Kerr & Jubb had begun to sell similar glasses manufactured at Birmingham to their order. This was an action to restrain them from doing so. KEKEWICH, J., in giving judgment, said it seemed unnecessary to decide upon the utility of the invention, the question was simply whether there had been anticipation. There was no doubt M. Martin did not know of any anticipation when he took out his patent. [After stating the above facts his lordship continued:—] The glasses sent to Crossley were used as long as they could be in a most public manner on their engines, and were used by them in their business and not as an experiment. No doubt they were not satisfied with the glasses, but still that did not make the user any less a beneficial one while it lasted. He came to the conclusion accordingly that there had been anticipation and prior publication, and, therefore, the judgment would be for the defendant with costs.—COUNSEL, *Aston*, Q.C., *Gazdar*, and *Pollard*; *Moulton*, Q.C., and *R. W. Wallace*. SOLICITORS, *Gresham & Davies*; *Burn & Berridge* for *R. M. & J. M. Kerr*, Halifax.

SCOTT (otherwise SEBRIGHT) *v.* SEBRIGHT—Prob. Div., 16th November.

NULLITY OF MARRIAGE—CONTRACT—CONSENT—FRAUD—DURESS.

Judgment was given in this suit, which had been tried before Butt, J., without a jury. The petitioner sued for a declaration that the marriage solemnized between herself and the respondent at the Registrar's Office for the parish of St. George's, Hanover-square, on the 30th of January, 1886, was null and void, on the ground that her consent to the marriage had been obtained by means of fraud and duress, and she alleged that the marriage had never been consummated. The respondent, by his answer, denied the allegations in the petition, and in a counter-claim he alleged that the marriage was valid, and he prayed for a decree for restitution of conjugal rights. The petitioner and the respondent had been acquainted with one another for several years, and in March, 1885, the petitioner, who had recently, on coming of age, become entitled to a sum of £26,000 under the will of her father, was induced by the respondent to sign a bill of exchange for £500 for his accommodation, the transaction not being known to her mother or to any of her friends. An engagement of marriage had previously been entered into by them, but had been broken off. The respondent afterwards induced her to put her name to other bills, and at the end of the year 1885 she had, in this manner, incurred liabilities to an amount exceeding £3,000, and was threatened with bankruptcy and other legal proceedings by the holders of the bills. There was medical and other evidence to the effect that the anxiety and distress caused by the liabilities thus incurred had reduced the petitioner to a condition of bodily and mental prostration, and she was afterwards told by the respondent that the only way for her to escape from her legal liability upon the bills was to marry him. On the 30th of January he requested her to meet him at the corner of Mount-street, when she accompanied him to the registrar's office. She stated that she did not know where she was going, and that, after they had entered the office, a friend of the respondent stood before the door in such a manner as to prevent her from leaving the room, and the respondent threatened to shoot her if she evinced any unwillingness to marry him. She admitted that all the formalities necessary to the validity of the marriage were complied with, but she alleged that, when the respondent attempted to place the ring on her finger, she threw it on the floor, and that he afterwards dragged her by the arm to the table and compelled her to sign the marriage register. The superintendent registrar was examined as a witness, and stated that he heard no threats uttered, but that the respondent appeared excited and annoyed, and threw down the ring. The respondent was not examined, except for the purpose of denying that he had ever had sexual intercourse with the petitioner, and no other witnesses were called on his behalf. The counsel for the petitioner argued that there was abundant evidence of both fraud and duress, either of which would be sufficient to render a marriage null and void. It was also urged that the unwillingness of the ecclesiastical courts to set aside a marriage was founded upon religious considerations, which were inapplicable to a civil marriage, especially if it had not been consummated; and they referred to *Turner* v. *Meyers* (1 Hagg. Cons. 414), *Harford* v. *Morris* (2 Hagg. Cons. 423), *Portsmouth* v. *Portsmouth* (1 Hagg. Ecc. 355), *Wilkinson* v. *Wilkinson* (4 Notes of Cases, 297), *Field's Marriage Bill* (2 H. L. Cas. 48), *Harrod* v. *Harrod* (1 K. & J. 4, 2 W. R. 612), and *Hancock* v. *Peaty* (15 W. R. 719, L. R. 1 P. & D. 335). BUTT, J., in giving judgment, observed that the validity of a contract of marriage must be tested and determined in precisely the same manner as that of any other contract, and would not be binding if the consent of either party had been obtained by fraud or duress. No doubt public policy required that marriages should not be lightly set aside, and great care and circumspection must be exercised in a case like the present; but these considerations could not alter the grounds upon which a marriage contract could be avoided. It was not necessary, in order to avoid a contract entered into through fear, that the fear should be so great as would compel a person of ordinary courage and resolution to yield to it; but if through fear, whether reasonably entertained or not, a party to a contract is in a state of mental incompetence to resist pressure improperly brought to bear, there is no more consent than there would be in the case of a person of stronger intellect and courage yielding to a more serious danger. In the present case the petitioner's pecuniary liability on the bills, and the threats of the holders of them, had reduced her to such a state of bodily and mental prostration as to render her unable to resist constraint and pressure exercised by other parties for their own ends. The contents of many of her letters were inexplicable, except on the ground that her mind was enfeebled by disease. Then there was clear evidence that, being ignorant of the nature and effect of bankruptcy proceedings, she was induced to believe that her marriage to the respondent would relieve her from liability or facilitate a settlement of the actions. After going through the evidence of what took place at the registrar's office, he pointed out that none of the material allegations had been contradicted by the respondent, and that there appeared to be no evidence of collusion. He was satisfied that the plaintiff would never have married the respondent of her own free will, that she was incapable of offering resistance to threats and coercion, and that she had never given such a consent as the law required in order to render a marriage valid. He therefore pronounced a decree declaring the marriage to be null and void, dismissed the counter-claim, and ordered the respondent to pay the costs of the suit.—COUNSEL, *Sir R. Webster*, A.G., *Dr. Tristram*, Q.C., *Pollard*, and *Statham*; *Sir E. Clarke*, S.G., *Inderwick*, Q.C., *Searle*, and *Innes*. SOLICITORS, *Tidy & Tidy*; *T. D. Dutton*.

BANKRUPTCY CASES.

Re PAYNE, *Ex parte* CASTLE MAIL PACKETS CO.—C. A. No. 1, 12th November.

BANKRUPTCY—ORDER OF DISCHARGE—DISCRETION OF REGISTRAR—APPEAL—LOCUS STANDI TO APPEAL—CREDITOR—COSTS—BANKRUPTCY ACT, 1883, ss. 28, 104.

This was an appeal by some creditors of a bankrupt against an order suspending the bankrupt's discharge for twelve months, on the ground that the sentence was too lenient. The bankrupt had acted as a ship-broker to the appellants, and they opposed his application for a discharge on the ground that he had been guilty of a fraudulent breach of trust towards them in not paying over moneys which he had received for them, and using those moneys for his own purposes, and in furnishing them with misleading accounts. The official receiver had reported that the bankrupt had been guilty of two offences under section 28 of the Bankruptcy Act, 1883, in continuing to trade after knowing himself to be insolvent, and in omitting to keep proper books in his business. The registrar held that the bankrupt had committed a breach of trust, but that there had been no fraud, and he suspended the order of discharge for twelve months. THE COURT OF APPEAL (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) reversed the decision, and held that the order of discharge ought to have been entirely refused. On behalf of the bankrupt it was urged that a creditor had no *locus standi* to appeal from such an order; that he was not a "person aggrieved" by it within the meaning of section 104; that there could not be an appeal for the purpose of increasing a *quasi*-criminal sentence; and that, the registrar having exercised his discretion under section 28, the Court of Appeal would not readily interfere. Lord ESHER, M.R., said that it could not be denied that the registrar had a discretion in dealing with such an application, and if the Court of Appeal had taken the same view of the facts, and the appeal had been only from the mildness of the registrar's decision, it would have been very difficult (though not impossible) for this court to differ from his decision. But it would require a very strong case to induce this court to differ. But, if the court was of opinion that the registrar's conclusion on the facts as to the bankrupt's conduct, was erroneous, it could not take into account the exercise of the registrar's discretion as to the amount of the sentence, for the discretion would then have been exercised on an erroneous state of facts. Under such circumstances the Court of Appeal would not pay any attention to the amount of the sentence, which the registrar had thought a proper one. In the present case it was the duty of the bankrupt, as a broker, to collect freight for his employers, and when he had collected it it was his duty to pay over what he had received to his principals, subject to any deduction which he might be entitled to make. He was not bound to hand over the very cheques or cash which he had received, nor to pay them over from day to day. But he was bound

to account, either at the times actually agreed upon, or at the times fixed by the custom of trade, or within a reasonable time, and he was bound not to state his accounts in such a way as to mislead the principals into supposing that he had not received moneys which he had, in fact, received. If, having received money which he ought to have accounted for to his principals, he used it for his own purposes, and gave them misleading accounts to conceal what he had done, he was guilty of a gross fraud. On the evidence his lordship was of opinion that the present bankrupt had acted in this way, and, whether what he had done was an indictable offence or not, it was a gross fraud. It might not, in the strict sense of the words, amount to a fraudulent breach of trust, but anything more fraudulent in business could not be conceived. Looking at this and the other offences of the bankrupt under section 28, the proper course was absolutely to refuse the bankrupt his discharge. LINDLEY, L.J., could not understand how it could be said that an unpaid creditor could not be aggrieved by the granting of an order of discharge to a bankrupt The effect of the order would be to preclude him from all remedy against the bankrupt and to affect his right to payment out of the estate. He was clearly a "person aggrieved." On the substance of the case his lordship entirely agreed with the Master of the Rolls. LOPES, L.J., concurred.

The question was then raised whether the bankrupt should be ordered to pay the costs of the appeal, and it was urged that it would be contrary to the practice to order an undischarged bankrupt to pay costs, he having no estate. Lord ESHER, M.R., said that the court had jurisdiction to make such an order, and they thought it right to do so in the present case.—COUNSEL, *Winslow*, Q.C., and *Herbert Reed*; *Cooper Willis*, Q.C. SOLICITORS, *Parker, Garrett, & Parker*; *Redpath & Holdsworth*.

CASES AFFECTING SOLICITORS.

IN THE MATTER OF A SOLICITOR—Q. B. Div., 11th November.

Counsel, who appeared for the Incorporated Law Society in this case, said that the solicitor in question had acted for very many years for the trustees of the marriage settlement of Mr. and Mrs. D. Mrs. D. died in 1862, and since then her husband had received the dividends on a sum of £1,340 in Consols from the solicitor, but the latter had received and never paid over the dividends due in July, 1885, and January of the present year. One of the trustees under the marriage settlement had died, and the surviving trustee had resigned last year. In the autumn of 1885 the solicitor had given notice to Mr. D. that he should no longer act under a power of attorney which the trustees had given him to receive the dividends on this sum in Consols; but it appeared that in January last he had obtained payment of the dividend then due and that of the previous half-year. The matter having been placed in the hands of the Incorporated Law Society last April, the solicitor, who had been instructed by Mr. D. to apply to the court for the appointment of new trustees, had expressed his willingness to pay over the two dividends to Mr. D. if it was thought that he ought to do so. The secretary of the society had expressed an opinion that he ought to hand over the moneys, but he had, in fact, retained them. His excuse was that at the time of his having offered to part with the moneys he had not been able to look at his papers, from which it appeared that a larger sum was due to him for moneys advanced to Mr. D. than the amount of the dividends, and also for bills of costs. The solicitor, in his affidavit, had further stated that he was possessed of landed property of the value of £50,000. There was no desire on the part of the Incorporated Law Society to inculpate the solicitor, but they had thought the case, as brought before them when there had been no suggestion of any money having been due from Mr. D. to the solicitor, was one which ought to be brought before the court. It would probably be best that there should be an inquiry into the true facts of the case before a master. The court having intimated that there was no case for such inquiry, counsel briefly addressed the court on behalf of the solicitor, and Lord COLERIDGE, C.J., in giving judgment, said that the application must be dismissed. Before such a charge was made against a solicitor, on whom it might inflict very severe injury, due investigation into the facts ought to be made. The Law Society had made a mistake in not giving notice to the solicitor of their intention to make this application, and he had made a mistake in not informing them of the claim he had against Canon Drake, who had clearly, at times, received moneys from him before he himself could have received the dividends. MANISTY, J., in concurring, said that the legal profession was under a deep debt of gratitude to the Incorporated Law Society for the work which it had done in purifying the roll of solicitors. There had, in the present case, no doubt been on anxious desire on the part of the society to do its duty, but it had unfortunately failed to take one important step in the matter. Application dismissed without costs.—COUNSEL, *F. W. Hollams*; *Wilkinson*.—*Times*.

GALE *v.* KITE—Q. B. Div., Stephen, J., 6th November.

DUTY OF PARLIAMENTARY AGENT.

This was an action by a Parliamentary agent against a solicitor to recover £47 10s., the amount of his bill of costs for services in connection with an application for the Lyndhurst Gas and Water Provisional Order, 1885. The defence was that the plaintiff had neglected to give to the defendant (who was acting as solicitor for the promoters of the order), notice of the necessity for the publication of the draft order by advertisement before the 25th of April, in accordance with the provisions of the Gas and Water Facilities Act, 1870. In consequence of the order not being so advertised it was unable to be introduced in due course into the Board of Trade Provisional Orders Confirmation Bill of that session, and the work lapsed. It was contended that it was the duty of the plaintiff as Parliamentary agent to give due notice of each step to be taken by the promoters, and it appeared that he had given notice of the dates of the previous preliminary proceedings. The defendant counter-claimed damages for this alleged negligence. A gentleman from the office of Messrs. Baxters & Co., Parliamentary agents, stated that it was their invariable practice to keep clients informed of the dates. The plaintiff's clerk, on the other hand, stated that on the 14th of April he had called the attention of Mr. Lobb, defendant's clerk, to the necessity of advertising by the 25th of April. Mr. Lobb denied this interview, but both Mr. Gale and his clerk stated that on a subsequent occasion at the Board of Trade Office Mr. Lobb said that he imputed no blame to Mr. Gale. After hearing the evidence, STEPHEN, J., said he must find for the plaintiff for the amount of his claim and also upon the counter-claim. His lordship could not see that it was the special duty of Mr. Gale to keep Mr. Kite informed of this matter. Both Mr. Kite and Mr. Lobb were solicitors. They had this Act before them. That was not all. They had the Board of Trade rules, which specially called attention to the dates. His lordship thought that these things were enough to relieve Mr. Gale of the necessity of giving notice; but beyond that there was evidence of express notice given on the 14th of April by Mr. Sawyer, the plaintiff's clerk. After explaining his reasons for accepting this evidence, his lordship said that in both views of the case, but more especially on the ground that there had been express notice, he gave judgment for the plaintiff.—COUNSEL, *C. Crawley*; *Edwyn Jones*.—*Times*.

RAVEN *v.* STEVENS & SONS—Q. B. Div., Stephen, J., 11th November.

This was an action brought against the publishers of the *Law List* to recover damages for an alleged libel in that publication, the libel consisting in a mis-statement of the date of the plaintiff's admission as a solicitor. Counsel, in opening the case, said that the plaintiff, Mr. John Raven, was a solicitor, admitted in 1869, and practising at Wandsworth and in London. The defendants duly published in the *Law List* particulars of his addresses and of his admission until 1885, when they announced him as admitted in 1879. The plaintiff called their attention to the error, but in spite of that they repeated it in 1886. The plaintiff could prove that he had suffered damage from the mistake—among other things the loss of two chancery actions. [STEPHEN, J.:—I don't see that the defendants were under any duty to give his admission correctly. The *Law List* is only a directory.] The *Law List* is an official publication. It is accepted by your lordships as evidence. [STEPHEN, J.:—Is there any Act which makes it evidence?] It is made evidence by 23 & 24 Vict. c. 127, s. 22, that a solicitor is for that year entitled to practice. [STEPHEN, J., after referring to the statute:—There is nothing here about dates. It is only evidence that a person has taken out his certificate.] But if the person is misdescribed he may not be identified with the person who has taken out the certificate. The defendants are the authorized publishers of the list. They are authorized by the Commissioners of Inland Revenue. [STEPHEN, J.:—But only to publish a list of persons certificated. I don't see that there is a libel or anything like it.] *Archibald* v. *Sweet* (5 C. & P.) is an authority that any untrue statement is actionable if injury results from it. [STEPHEN, J.:—I should like to see it. You do not say that there is express malice?] No; but negligence, gross negligence. After some further argument STEPHEN., J., said he was of opinion that there must be judgment of nonsuit with costs, which was entered accordingly.—*Times*.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY OF LIVERPOOL.

The fifty-ninth annual general meeting of this society was held on the 3rd inst.

The report of the committee and the treasurer's accounts having been taken as read,

The PRESIDENT (Mr. T. BELLRINGER) delivered an address, in which, after tracing the steps taken towards promoting the objects of the Provincial Sittings Bill, he said:—In August last the objectionable order regulating the trial of witness causes in chancery was annulled, and a new rule passed, which has been circulated amongst the members. The effect of this new rule is that, if, on the 1st of June and 1st of December respectively, ten or more witness causes in the Chancery Division proceeding in the District Registries of Liverpool and Manchester, or either of them, have been set down for trial, special sittings are to be held at Liverpool and Manchester for the trial of such causes. It appears doubtful whether the rule means that, if on either date there are five causes proceeding and set down for trial in Manchester, and five in Liverpool, there will be special sittings at both places or at neither, or whether there will only be a sitting at that place in the registry of which there are ten causes set down. There has not yet been any opportunity of ascertaining how the rule will be interpreted, but it may be reasonably expected that her Majesty's judges will put a liberal construction upon it. You will have observed that the rule deals with only witness causes in the Chancery Division, and does not meet the well-known hardship and increased cost arising from having to try non-witness causes in the same division in London. The success of the new rule depends upon the facilities which may be conferred of administratively dealing with causes in the district registries. The rules for this purpose are doubtless under the consideration of the Rule Committee of her Majesty's judges.

The report of the committee appointed by the Lord Chancellor to

inquire into the subject of procedure in the Chancery Division was issued a few months since, and will well repay perusal. That committee, which was presided over by the Master of the Rolls (Lord Esher), heard witnesses from Manchester and Liverpool, and the society is indebted to Mr. Isham Gill for the very able manner in which, as the witness from Liverpool, he brought before the committee the present inadequate powers of the district registrars in this division. You will be pleased to know that the committee recommend that in Liverpool and Manchester the district registrars should, in causes and matters proceeding in the district registry, exercise the jurisdiction (as proposed to be regulated) and perform all the duties of a chief clerk; and that, in actions pending in the district registry, the registrar should act as taxing master. Unfortunately, reforms of this nature come but slowly. Seeing that our efforts have so far obtained only the small concession of the new rule, and as the condition of political affairs has prevented Mr. Whitley pressing forward the Bill during the last two Sessions of Parliament, it may be wise to consider whether, before it is again introduced, it should not be reconstructed in such a manner that, while securing by the Bill the facilities and privileges at present enjoyed in the Chancery of the County Palatine, the consolidation of that court with the High Court should form part of the scheme, as recommended by the Judicature Commission in their second report ten years ago, or in the alternative that an extended and common law jurisdiction should be conferred on the Duchy Court. It cannot be too widely known that there are accumulations from suitors' fees in the Duchy Court of over £110,000, which can (may I say should) be made available for the purposes of the main objects of the Bill.

Before leaving this subject I desire to refer to the great hardship, inconvenience, and loss caused to suitors by the masters in London (whose decisions are upheld by the judges) refusing to sanction the delivery of pleadings during the Long—the far too long—Vacation. Consider for one moment the effect of this refusal. The arrangement for the trial of civil causes at the assizes held in Manchester and Liverpool, beginning at the end of October, is supposed to be a special concession to meet the demand of these districts for the disposal of actions arising after, or which were not ripe for trial at, the Summer Assizes. Now observe how beautifully that which is granted by one hand is practically withdrawn by the other. An action is commenced, say on the 12th of August and the appearance is entered in London. A defendant wishing to gain time, and having the option, will enter it there rather than in the district registry, where he knows that an order to proceed would be made as a matter of course. The district registry here is not only open for the whole of every day of the Long Vacation, but there is one registrar always in attendance. The result of the masters' and judges' desire for the strict observance of the rest the vacation affords is that under the rule they will not permit any pleadings to be delivered until the 24th of October, the end of the vacation. It is then absolutely impossible to try the action at the assizes in October or beginning of November, and it goes over until February, or six months after the action has been commenced, to the prejudice and injury of the plaintiff, whose only chance of recovering his demand is probably by an early trial. In the meantime, rather than wait this long period, he is glad to compromise his claim even at a sacrifice, or he refers it to arbitration. And yet some of the judges say, "Look at the cause list, and you get an answer to the demand for provincial sittings."

It is to be lamented that political controversies have, amongst other things, prevented pressing and urgent measures, such as the Bill relating to trustees formerly introduced by Mr. Ince and backed by Mr. Whitley, from being dealt with. I refer especially to that part by which it is proposed to authorize trustees to advance up to two-thirds of the value of house property. You are now, no doubt, all acquainted with the absurd rule that trustees may not advance more than two-thirds of the value of lands or more than half the value of buildings. We have been told, in recent cases, that this rule is an old one, but, if so, it has been more honoured in the breach than in the observance. The great depreciation which has taken place in the value of house property has caused considerable losses upon mortgage investments, and unfortunate trustees, who have acted as they believed prudently, and as they would have done for themselves, have been made, somewhat harshly, to recoup the loss sustained to the trust estate. Until the recent cases were decided, in which the rule was emphatically laid down, it was, I believe, almost the universal practice to advance up to two-thirds of the value of house property. Had it been otherwise very little trust money would have been advanced on mortgage. The last case, *Re Olive, Olive* v. *Westerman*, upon this subject, seems to have been a particularly hard one on the unfortunate trustees. There the trustees did not obtain a formal valuation of the property, that is to say, a certificate that it was worth so much and then divide it into one-half or two-thirds, and lend that amount; but they consulted a surveyor and valuer of standing in the district in which the property was situate, who advised that it would be safe to lend £3,000 upon it. The mortgagor, however, wanted £3,200. The surveyor was again consulted, and he then wrote that he had no hesitation in assuring the trustees that they would be safe in lending this amount. The money was accordingly lent. The property went down in value, and a loss resulted in realizing the security. In giving judgment against the trustees, Kay, J., said there was no suggestion that there was any corrupt dealing or anything of that kind, and he had no reason to doubt that the trustees did what they thought was the best thing to be done with reference to the property of the testator, but added "surely trustees should tell their valuers that they are lending trust-money, and that they do not desire to lend more than one-half the actual value of the property. They should ask for a valuation which would enable them to judge whether they are justified in lending the amount they propose to lend"; and then said that although the trustees did take the opinions of the valuer they ought not to have been satisfied with them, but ought to have looked into the matter with more care. In *Godfrey* v. *Faulkner* (23 Ch. D. 483) Bacon, V.C., said:—"The test of liability always is whether or not the trustees have acted as prudent men would have acted in dealing with their own property." It cannot, I think, be doubted that the trustees in *Re Olive* believed they were acting as prudent men in doing what they did, and that had they been lending their own moneys they would not have acted differently or advanced one penny less than they did as trustees. I am afraid there are many trustees who had made advances upon house property in contravention to this rule, and in most cases have acted upon the adviceof their solicitors. What I desire to point out is that the rule or *dictum* having been so enunciated, and so strictly enforced, it behoves every solicitor to act and to advise trustees to act strictly in accordance with it.

I should be taking up too much of your valuable time if I entered into a full explanation of the important case of *Re Pope* (34 W. R. 693). But it is one that illustrates the pitfalls which surround us in the practice of our profession. It is hardly credible that it should be so; but according to this decision, which is one of the Court of Appeal, a purchaser may complete his purchase only to find that there is a judgment creditor, who, under an order appointing a receiver, the existence of which there is no means of finding out, is entitled to step in and have his judgment debt satisfied to the prejudice of the purchaser. There could not be a stronger case to illustrate the absolute necessity of immediate legislation to remedy such a defect as is there shewn to exist in the law relative to the registration of judgments, executions, &c. As stated in the report, the Incorporated Law Society of the United Kingdom have taken up the matter with a view to a remedy being provided.

With regard to the practice in the county courts the new orders and rules which came into operation in April last did not, I regret to say, make any provision for the much needed reduction in the court fees. These fees are exorbitant, and from my experience I know they are often absolutely prohibitory to parties taking proceedings in these courts. There is one new rule, ord. 5, r. 9, relating to obtaining leave to sue out of the jurisdiction, which causes much unnecessary trouble and annoyance to suitors, as well as taking up much valuable time of the officials. I trust that in the interests of suitors the committee may be successful in getting this rule abrogated.

I take this opportunity of mentioning that, as your president, I was honoured for the first time with an invitation to dine with the treasurer and benchers of the Middle Temple. In proposing the toast of the visitors, the treasurer referred in flattering terms to the good work which this society was doing in the North of England. When I tell you that the treasurer was the Vice-Chancellor of the Duchy, you will appreciate all the more the good feeling shewn to the society.

It was moved by the PRESIDENT, and seconded by the VICE-PRESIDENT (Mr. J. H. KENION), and resolved:—"That the report of the committee, together with the treasurer's accounts, be approved and adopted; and that the same be printed and circulated."

It was moved by Mr. GILL, seconded by Mr. THORNELY, and resolved:—"That the thanks of the meeting be given to the president for his address, and that the same be printed as part of the report."

There were eleven nominations to fill the vacancies upon the committee, with the result that the following seven gentlemen were elected for the term of three years next ensuing:—Messrs. H. H. Gibbons, J. H. Kenion, F. D. Lowndes, C. H. Morton, W. T. Rogers, A. T. Squarey, and C. E. Stevens.

It was moved by Mr. BIRD, seconded by Mr. STONE, and resolved:—"That the thanks of the society be given to the president, officers, and members of the committee for their services during the past year."

The following are extracts from the report of the committee:—

Members.—The number of members at the present time is 286.

Corporation Leases.—As soon as the committee became aware that the Corporation of Liverpool were about to make important alterations in their forms of lease, a request was made to the town clerk that the committee of this society might be afforded an opportunity of considering the nature and objects of such alterations. Through the courtesy of the Estates and Finance Committee of the Council, the town clerk, and the deputy town clerk, the drafts of the proposed new forms of leases were submitted to this committee for their consideration. As at first drawn, the alterations were so drastic, and in several respects so objectionable, that this committee reported in the strongest terms against many of the clauses, and asked that the Estate and Finance Committee should receive a deputation to discuss the matter. This was arranged, and a large deputation from this committee urged their views upon the Estate and Finance Committee, with the result that after three separate reports and considerable correspondence and several subsequent interviews with the deputy town clerk the most objectionable clauses were withdrawn. The main object of the corporation in preparing a new form of lease was to put an end to all claims by lessees to easements as against the corporation and other lessees of the corporation, but the principle was carried so far as to place lessees from the corporation in a worse position than freeholders, both as regards rights acquired under the Prescription Act prior to a surrender of an existing lease, and also as to rights which might be acquired under the Prescription Act after the granting of a lease. The committee admitted that it was not unreasonable that the corporation should protect themselves against the acquisition of easements by a lessee by virtue of the maxim "that a man cannot derogate from his own grant," but they insisted that a leaseholder should not be placed in a worse

position with respect to the acquirement of easements than a freeholder, and pointed out that such stringent conditions as it was sought to impose would have the inevitable effect of decreasing the value of corporation leaseholds. In the result the new form of corporation lease contains the following proviso: — "Provided always that nothing herein-contained shall operate to grant, by way of implication or otherwise, any right or easement not hereinbefore expressly granted or not hereafter by resolution of the council expressly given over or in respect of any land retained by or belonging to the corporation whether now held on lease from the corporation or not or over any land hereafter to be acquired by the corporation." It is, therefore, most important to note that any easement of whatever nature a lessee from the corporation may require, must be the subject of express grant, even though such easement be appurtenant to the property under a lease which is being surrendered for the purpose of renewal. The corporation have also inserted a covenant to insure against loss by fire whether a ground-rent is reserved or not. As at first proposed, it was intended to require the name of the corporation to be inserted in the policy, but on the representations of this committee that this would have seriously injured the position of mortgagees, the proposal was withdrawn, and the usual form of covenant to insure with provisions as to production of the receipt for premiums, power for the corporation to insure in default of the lessee doing so, and as to rebuilding with insurance moneys, if required by the corporation, was adopted. The committee desire it to be understood that, while they have succeeded in securing many important modifications in the drafts as originally drawn, they are not in any way responsible for them as adopted. They do not, however, consider them in their present form to be unreasonable.

Judgments.—The attention of members is called to the case of *Re Pope* (34 W. R. 654, 693) which decides that the registration of an order appointing a receiver confers a good title upon the judgment creditor as against a subsequent *bond fide* purchaser without notice, notwithstanding that there are no means of ascertaining the existence of such an order. The attention of the Council of the Incorporated Law Society has been called to this decision, with a view to protective legislation. The subject was fully discussed in a paper read by Mr. Godden, of London, at the recent meeting of the Incorporated Law Society in York.

Attention is also directed to the case of *Newbould* v. *Smith* (29 Ch. D. 882, 33 Ch. D. 128), which is of practical importance to mortgagees.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The under-mentioned gentleman were on Wednesday called to the bar:—

Lincoln's Inn.—Theodore Riversdale Walrond, B.A., Oxford; George Edwin Tyrrell, University of London; Henry William Kent Roscoe, B.A., Oxford; John Singleton Clemons, Corpus Christi College, Oxford; Henry Chartres Biron (Lincoln's Inn Scholarship in Common Law, 1886), B.A., Cambridge; Charles Frederic Deakin, B.A., Oxford; Mordaunt Pemberton; and Edward Thomas Foakes.

Inner Temple.—Hugh Fraser, late Scholar and Law Student of Trinity Hall, Cambridge, M.A., LL.M., proxime accessit Chancellor's Medal for Legal Studies, Cambridge University, 1885, holder of a studentship awarded Hil., 1884, and a Scholarship in Common Law awarded July, 1886; Arthur Grey, Walter Jack Howell, John Highfield Leigh, Oxford; Herbert Heape, B.A., Cambridge: John Iltyd Dillwyn Nicholl, B.A., Oxford; Alfred Clarke-Williams, M.A., LL.M., Cambridge; George Ranken Askwith, B.A., Oxford; Leonard Owen Howard Tripp, B.A., Cambridge; James Rolt, B.A., Oxford; Harry Armytage, B.A., Cambridge; Stephen Fairbairn, B.A., Cambridge; Roanden Albert Henry Bickford-Smith, M.A., Cambridge; Sidney Arthur Taylor Rowlatt, B.A., Cambridge; Ernest William Pearson, B.A., Oxford; Lauriston Leonard Batten, B.A., LL.B., Cambridge; Fordyce James Sheridan, Constantine Albert Ionides, B.A., Oxford; Felix Arthur Davis, B.A., LL.B., Cambridge, Sethur Biligirirangam Ramasami Aiengar, John Paget Mellor, B.A., LL.B., Cambridge; Markham Richard Leeson-Marshall, B.A., Oxford; Henry Hyman Haldinstein, B.A., Oxford; Thomas Bailey Saunders, B.A., Oxford; George Augustine Blackwell, London; Charles Frederic Duncan, B.A., Cambridge; Frank Ernest Ward, B.A., Oxford; Frank Mellor, B.A., LL.B., Cambridge; Arthur Barnaley Shaw, B.A., Oxford; Arthur Shepherd Hargreaves, B.A., LL.B., Cambridge; Alexander Hall Carrington, B.A., LL.B., Cambridge; Christopher Mounsey Wilson, B.A., Cambridge; Barnard Thornton Hodgson, B.A., LL.B., Cambridge; Henry Milner White, M.A., LL.M., Cambridge; Herbert Stephenson Smith, Edward Joseph Vaughan, Arthur Russell, B.A, Oxford; and Henry Bournes Higgins.

Middle Temple.—Thomas Boston Bruce; William R. Le Fanu, B.A., St. John's College, Cambridge, of the Irish Bar, 100 guineas Middle Temple Equity Scholar, 50 guineas Real and Personal Property Scholar; Suresh Chundra Biswas, Balliol College, Oxford; Leon Eugene Leclezio; Aziz Ahmad, B.A., Cambridge University; Francis Fitzgerald, B.A., LL.B., Trinity College, Dublin; Luke Livingstone Macassey; Lupton Topham Topham; Arthur Stanley Wills, B.A., Trinity College, Cambridge; John J. Brigg, B.A., LL.B., Cambridge University; William Edwin Barling; Frederick Charles Wells Durrant, M.A., Edinburgh University; Daniel Warde; and Ebenezer Le Riche.

Gray's Inn.—Peirce de Lacy Henry Johnstone, M.A., Balliol College, Oxford; John William M'Carthy (Lecture Prizeman Equity, December, 1885); Frederick Arthur Greer, M.A., late Fullarton Philosophical Scholar, Aberdeen University, and Bacon Scholar, Gray's Inn, 1884; Arthur Beaumont Wells, of Grenada, in the West Indies, and Horace Bertram Nelson, M.A., B.C.L., Worcester College, Oxford.

COUNTY COURT COMMITTALS.

At a recent sitting of the Brompton County Court, Judge Stonor made the following observations:—Before I hear the judgment summonses to-day, I think it right to make some observations with reference to the recent case of *Reeve* v. *Fowle*, on prohibition in the Queen's Bench Division, and to the practice hitherto prevailing in this court of suspending the issue of warrants under orders of committal whilst certain instalments are paid, in those cases where the defendants have been able to make the payments originally ordered by the court and neglected to do so, and are, therefore, liable to committal, but nevertheless are, at the dates of the orders of committal, only able to pay such instalments. This practice has always been carried out by me by means of a simple direction to the registrar not to issue the warrant to the high bailiff so long as the instalments are duly paid. Such direction is wholly distinct from the order of committal, and is similar to the direction which I understand is given by the High Court in like cases when it directs that the order of committal "should lie in the office" for a certain period; but at the same time I must add that I understand some registrars have entered such suspension of the warrants on the minute book of the court, to which I see no objection. The order of committal itself, when issued, is, however, absolute, and only voidable on payment of the whole sum for the non-payment of which it was originally made. It is addressed to the high bailiff in the prescribed form, signed by the registrar, and under the seal of the court. The practice has been followed in the various courts over which I have had the honour to preside for 22 years during the whole of that period, and I believe that it has been followed in the great majority of the county courts of England during a much longer period. It has also, to my knowledge, been the subject of frequent and anxious consultations amongst the judges of county courts, and always with the result of its approval by the great majority. In 1880 we had the satisfaction of learning the opinion of Lord Selborne, then Lord Chancellor, on the subject, and of finding it to be in conformity with the views of the majority of the judges. In a letter addressed to one of our body, dated November 3, 1880, and which for convenience was printed at the time, his lordship thus expressed himself with reference to an order of committal then under his consideration:—"If you had satisfied yourself that the defendant could have paid the debt of £29 since the date of the judgment, then you could have committed him, or you might have, on being satisfied that he had not then the means of paying it, made a fresh order. If you had committed him on being so satisfied, you might have ordered that the order of commitment should not be issued so long as he complied with the terms you might impose"—which, in fact, had been the payment of the debt by monthly instalments of £1. The practice which has thus been so long and so widely adopted and so highly sanctioned has, I need not say, proved most beneficial to the suitors and the public in diminishing the number of committals, and in insuring the payment of debts, and, indeed, is generally pursued with the consent of both plaintiffs and defendants. For the present, however, the decision of the Divisional Court, being subsequent to the contrary decision of Pollock, B., in the same case (*ante*, p. 29), although not on appeal from it, must, I think be considered binding, and the practice in question must now be discontinued. An appeal, however, will be entered against the decision of the Divisional Court, and if it be reversed that practice will, of course, be restored. In the meantime no directions will be given for the suspension of warrants, and no warrants will be issued under the numerous orders of committal as to which directions for the suspension of warrants have hitherto been made.

LEGAL NEWS.

APPOINTMENTS.

Mr. Arthur Kekewich, Q.C., who has been appointed a Judge of the Chancery Division on the resignation of Vice-Chancellor Sir James Bacon, is the second son of Mr. Samuel Trehawke Kekewich, of Peamore, Devonshire, and was born in 1832. He was educated at Eton, and he was formerly a scholar of Balliol College, Oxford, where he graduated first class in Classics and second class in Mathematics in 1854, and he was subsequently elected a Fellow of Exeter College. He was called to the bar at Lincoln's-inn in Trinity Term, 1858. He became a Queen's Counsel in 1877, and he formerly practised before Mr. Justice Fry, and, more recently, in the court of Mr. Justice Kay. Mr. Justice Kekewich is a bencher of Lincoln's-inn and a member of the Incorporated Council of Law Reporting.

Mr. Henry Francis Herbert Thompson, barrister, has been appointed Honorary Secretary to the Preliminary Committee of the Imperial Institute. Mr. Thompson is the only son of Sir Henry Thompson, and was born in 1859. He was educated at Marlborough College and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in January, 1882, and he is a member of the Northern Circuit.

Mr. John Hamer Kenion, solicitor (of the firm of Tyrer, Kenion, & Simpson), of Liverpool, has been elected President of the Liverpool Incorporated Law Society for the ensuing year. Mr. Kenion was admitted a solicitor in 1864.

Mr. Arthur John Beauchamp, solicitor (of the firm of Allen & Beauchamp), of Worcester, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Beauchamp was admitted a solicitor in 1874.

Mr. William Hiram Simpson, solicitor, has been elected Town Clerk of the newly-incorporated borough of Higham Ferrers. Mr. Simpson is clerk to the county magistrates at Higham Ferrers. He was admitted a solicitor in 1872.

Mr. JOHN EDWARD FOX, solicitor (of the firm of Fox & Page), of 2, Serle-street, has been appointed Registrar of the Croydon County Court (Circuit No. 45) in succession to the late Mr. William Henry Rowland. Mr. Fox was admitted a solicitor in 1880.

Mr. ALFRED JOHN WINTER, solicitor, of Swaffham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. THOMAS FOSTER BARHAM, solicitor, of Bridgewater, has been appointed Assistant Clerk to the Bridgewater Board of Guardians. Mr. Barham was admitted a solicitor in 1875. He is in partnership with his father, Mr. Eustace Barham.

Mr. THOMAS WALTERS, solicitor, of Carmarthen, has been appointed Under-Sheriff of the Town and County of the Town of Carmarthen for the ensuing year. Mr. Walters was admitted a solicitor in 1875.

Mr. HERBERT PARSONS, solicitor, of Mildenhall, has been appointed Clerk to the Mildenhall Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, and Superintendent Registrar for the Mildenhall District.

Mr. PATRICK CUMIN, barrister, secretary to the Education Department, has been created a Civil Companion of the Order of the Bath. Mr. Cumin is the eldest son of Dr. William Cumin, of Clifton, Bristol, and was born in 1824. He was educated at Balliol College, Oxford, where he graduated third class in Classics in 1845. He was called to the bar at Lincoln's-inn in Trinity Term, 1855, and he formerly practised in the Court of Chancery. Mr. Cumin was secretary to the Scotch Education Commission, and he was private secretary to the late Mr. Forster when Vice-President of the Committee of Council on Education. He was assistant secretary to the Education Department from 1871 till 1882, and counsel to the department from 1882 till 1884, when he was appointed secretary to the department.

Mr. FREDERICK ODDIN TAYLOR, solicitor, of Norwich, has been elected Sheriff of that city for the ensuing year. Mr. Taylor is superintendent registrar for the Norwich district. He was admitted a solicitor in 1872, and he is in partnership with his father, Mr. John Oddin Howard Taylor.

Mr. SYDNEY COZENS-HARDY, solicitor, of Norwich, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Cozens-Hardy is an LL.B. of the University of London. He was admitted a solicitor in 1873.

Mr. JOHN CROW PORTER, solicitor, of Billiter House, Billiter-street, and of Richmond, has been appointed Honorary Solicitor to the Wine and Spirit Trades Benevolent Society. Mr. Porter was admitted a solicitor in 1878.

Mr. RICHARD ROBINSON RODD, solicitor, of Stonehouse, has been appointed Clerk to the East Stonehouse Local Board. Mr. Rodd was admitted a solicitor in 1884.

Mr. EDWIN DOCKER, solicitor (of the firm of Docker & Jagger), of Birmingham and Smethwick, has been appointed Clerk to the King's Norton Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority, on the resignation of his father, Mr. Ralph Docker, who is coroner for East Worcestershire. Mr. E. Docker was admitted a solicitor in 1879. He is superintendent registrar for the King's Norton District, and clerk to the Smethwick Local Board.

Mr. J. ARTHUR EISDELL, solicitor (of the firm of Eisdell & Thompson), of No. 16, Jermyn-street, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

PARTNERSHIPS DISSOLVED.

WILLIAM HEATH, ROBERT WILLIAM PARKER, and JOHN GEORGE BRETT, solicitors, 3, New London-street, Mark-lane, London. The said William Heath retiring from business, Messrs. Parker & Brett will continue the business. June 30. [*Gazette*, Nov. 12.]

JOHN ALFRED ALSOP and JOHN PIDSLEY MANN, solicitors (Alsop, Mann, & Co.), 23, Great Marlborough-street, Regent-street, W., and Willesden, N.W. Nov. 13.

WILLIAM SLATER, THOMAS STROVER TURNBULL, and WILLIAM WILKINSON SLATER, solicitors (Slater, Turnbull, & Slater), Manchester. The said William Slater and William Wilkinson Slater will continue the business at 87, Mosley-street, Manchester, under the style or firm of W. Slater & Sons. The said Thomas Strover Turnbull will practise at Garrick-buildings, 51, Fountain-street, in the said city, under the style or firm of Sutton, Elliott, & Turnbull. Nov 13. [*Gazette*, Nov. 16]

GENERAL.

Mr. W. Bowen Rowlands, Q.C., M.P., has been elected by the Honourable Society of Gray's-inn a member of the committee of the Bar Library at the Royal Courts, in place of the late Mr. Hugh Cowie, Q.C.

A San Francisco paper defines the word jury as "noun substantive. A number of persons appointed by a court to assist the attorneys in preventing law from degenerating into justice."

On Wednesday, at the Southwark Police-court, Harvey Drew, solicitor, was finally examined before Mr. Slade on a charge of embezzling and stealing on various dates between February last year and January in this year divers sums of money, amounting in the aggregate to £4,083, received by him for and on account of the London Leather Warehouse Co., of which he was secretary. Mr. St. John Wontner appeared to prosecute; and Mr. Lickfold for the defence. The prisoner had disappeared in January last and had been traced to Sydney, New South Wales, where Inspector Lansdowne, of Scotland-yard, who had been sent out under the Fugitive Offenders Act, found him living under the name of Sir Arthur Adair. He appeared to have squandered a considerable fortune in a very short period. The evidence in the present case was that the prisoner had received certain sums on account of the company, of which Mr. Alfred Ladone, M.P., is the manager, and paid them into his own banking account at the London and Westminster Bank, drawing out the whole of the money on January 18 and then disappearing without giving any notice to the firm. Six charges were substantiated, and Mr. Wontner now gave notice to the other side that he should prefer three other charges against the prisoner at the sessions. Mr. Lickfold having stated that, only recently having been instructed, he should reserve his cross-examination and defence, the prisoner was fully committed to take his trial at the Central Criminal Court.

The letters of allotment in the Mortgage Insurance Corporation were posted on Wednesday.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., Nov. 22	Mr. Jackson	Mr. Godfrey	Mr. Clowes	Mr. Pemberton
Tuesday ... 23	Carrington	King	Koe	Ward
Wednesdy. 24	Pugh	Godfrey	Clowes	Pemberton
Thursday.. 25	Lavie	King	Koe	Ward
Friday 26	Beal	Godfrey	Clowes	Pemberton
Saturday .. 27	Leach	King	Koe	Ward

	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, November ... 22	Mr. Lavie	Mr. Leach	Mr. Carrington
Tuesday 23	Pugh	Beal	Jackson
Wednesday 24	Lavie	Leach	Carrington
Thursday 25	Pugh	Beal	Jackson
Friday 26	Lavie	Leach	Carrington
Saturday 27	Pugh	Beal	Jackson

WINDING UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 12.

CHESMAN & Co, LIMITED.—By an order made by North, J., dated Nov 6, it was ordered that the company be wound up. Rossiter, Verulam bdgs, Gray's inn, agent for Joel & Parsons, Newcastle upon Tyne, solors for petner

FLOYD CAB Co, LIMITED.—Bacon, V.C., has, by an order dated Nov 6, appointed Arthur Richard Farlow, 8, Newgate st, to be official liquidator

HYGIENIC HEATING AND LIGHTING Co, LIMITED.—Chitty, J., has, by an order dated Mar 15, appointed Walter Percy Eldrid, 10, Old Jewry chmbrs, to be official liquidator

NORTH BRAZILIAN SUGAR FACTORIES, LIMITED.—Petn for winding up, presented Oct 25, directed to be heard before Chitty, J., on Nov 20. Norman, Gt Marlborough st, petner

NOTTINGHAM MALLEABLE IRON Co, LIMITED.—Petn for winding up, presented Nov 10, directed to be heard before Kay, J, on Saturday, Nov 20. Stileman & Co, Southampton st, Bloomsbury sq, agents for Toynbee & Co, Lincoln, solors for petner

UNLIMITED IN CHANCERY.

MYRTLE SPRING ESTATE.—By an order made by North, J, dated Nov 6, it was ordered that the estate be wound up. Cunliffes & Davenport, Chancery lane, agents for Alderson & Co, Eckington, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

No. 2, £10 BURIAL SOCIETY, Monument Inn, Canterbury, Kent. Nov 9

PIONEERS' FRIENDLY SOCIETY, Ingress Tavern, Northfleet, Kent. Nov 4

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Nov. 16.

CARDIGAN SLATE QUARRIES, LIMITED.—Kay, J., has fixed Wednesday, Nov 24, at 12, at his chambers, for the appointment of an official liquidator

GITTENS, LICKFOLD, & Co, LIMITED.—By an order made by North, J., dated Nov 6, it was ordered that the company be wound up. Beall & Co, Bucklersbury, solors for the petner

HASTINGS AND ST. LEONARDS PASSENGER STEAMSHIP Co, LIMITED.—Petn for winding up, presented Nov 15, directed to be heard before Chitty, J., on Saturday, Nov 27. Montagu, Bucklersbury, solor for the petner

H. F. VAN & Co, LIMITED.—Petn for winding up, presented Nov 13, directed to be heard before North, J., on Nov 27. Anderson & Sons, Ironmonger lane, solors for the petners

LIVERPOOL AND ISLE OF MAN STEAMSHIP Co, LIMITED.—By an order made by Bacon, V.C., dated Nov 6, it was ordered that the company be wound up. Pritchard & Co, Painters' Hall, Little Trinity lane, solors for petner

NATIONAL TRUST Co, LIMITED.—By an order made by North, J., dated Nov 6, it was ordered that the company be wound up. Beall & Co, Bucklersbury, solors for petners

PRIMROSE PRESS AGENCY Co, LIMITED.—Kay, J., has fixed Nov 22, at 11, at his chambers, for appointment of an official liquidator

SHORT HORN DAIRY Co, LIMITED.—Petn for winding up, presented Nov 12, directed to be heard before Stirling, J., on Nov 27. Jennings, Holborn, solor for petner

WEST OF ENGLAND SHIPPING Co, LIMITED.—Creditors are required, on or before Dec 31, to send their names and addresses and particulars of their debts or claims, to Harry Coleman Richardson, 99, Gresham st. Tuesday, Jan 18, at 12, is appointed for hearing and adjudicating upon the debts and claims

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 5, 1886.

BAILY, JULIA, Cunningham pl, St John's Wood. Dec 6. Haigh, Gresham st

BIRCH, ARTHUR, Park village, Regent's pk, Gent. Nov 22. Keighley & Arnold, Gracechurch st

BUNN, ELIZA, Bath. Dec 18. Lindsay and Co, Basinghall st

FAIRALL, JAMES, Ryde, Isle of Wight, Retired Coal Merchant. Dec 24. Wooldridge, Ryde

FAWSITT, HANNAH, Sheffield. Dec 31. Smith & Co, Sheffield

FLINT, ELIZA, Buxton, Derby. Dec 26. Needham & Co, Manchester

FLINT, JANE, Buxton, Derby. Dec 25. Needham & Co, Manchester

GRAY, SARAH, Gateshead, Durham. Dec 1. Laws & Co, Newcastle upon Tyne

HAWORTH, JOHN, Southport, Lancaster, Gent. Dec 25. Needham & Co, Manchester

JAYE, WILLIAM, Mildmay grove, Islington, Gent. Nov 30. Bridger, St Helen's pl, Bishopsgate st Within

JEWEL, HENRY, Salcombe Regis, Devon, Doctor of Medicine. Jan 1. Brutton, Ottery St Mary

JONES, FANNY MARY FOXCROFT, Folkestone. Dec 1. Pritchard & Sons, Gracechurch st

KING, RICHARD HENRY, Little Glemham, Suffolk. Dec 1. Henry King, Gresham st

LALLAM, MICHAEL, Downham Market, Norfolk, Gent. Nov 30. Nunn, Downham Market

LAMPRELL, KATHERINE FRANCES, Cecil st, Strand. Nov 25. Jenkins, Tavistock st, Covent garden

MATTINSON, JOSEPH, Wood st, Warehouseman. Dec 6. Phelps & Co, Gresham st

NEWTON, SAMUEL THOMAS, Manchester, Gent. Nov 30. Lee, Manchester

OLLIVANT, ELIZABETH, Symonstone Hall, nr Burnley. Dec 25. Needham & Co, Manchester

PEARSON, THOMAS, Foubert's pl, Regent st, Glass Dealer. Dec 14. Pearson, Foubert's pl, Regent st

PRATT, Rev THOMAS, Barnsley, York. Jan 1. Jones, Cavan

PRIESTLEY, JAMES, Guiseley, York, Grocer. Nov 31. Bond & Co, Leeds

PROCTOR, CHARLES, Grafton st, Mile End rd, Dealer in Building Materials Dec 31. Woodroffe, Gt Dover st, Southwark

RANDALL, SAMUEL, Bredfield, Suffolk, Farmer. Dec 31. Moor, Woodbridge

STOKES, MARY, Wolverhampton. Dec 10. Neve & Cresswell, Wolverhampton

TIDD-PRATT, Rev CHARLES PALLMER, Bracknell, Berks, Clerk. Nov 18. Tidd-Pratt, Kington

UPTON, CHARLES WILLIAM, St Mark's sq, Regent's pk. Dec 1. Hunters & Haynes, New sq, Lincoln's inn

WARD, SARAH, Aylesbury, Bucks. Dec 11. Horwood & James, Aylesbury

WELLS, JOHN, Brixton rd, Leather Merchant. Dec 31. Woodroffe, Gt Dover st, Southwark

WILKINSON, THOMAS, St Anne's on the Sea, Lytham, Lancaster, Accountant. Dec 29. Wilding & Son, Blackburn

WILLIS, ROBERT, Sunderland, Joiner. Nov 30. Stockdale, Sunderland

WRIGHT, BENTLEY WARREN, Karesbrough, Chemist. Dec 1. Gilling, Knaresbrough

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.

FURNISH ON NORMAN & STACEY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 79, Queen Victoria-st., E.C. Branches at 121, Pall Mall, S.W., & 9, Liverpool-st., E.C. Goods delivered free.—[ADVT.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 12, 1886.

RECEIVING ORDERS.

ANDREASON, CHRISTIAN, Newcastle on Tyne, General Merchant. Newcastle on Tyne. Pet Nov 10. Ord Nov 10

BAGOT, ARTHUR GREVILLE, Army and Navy Club, Pall Mall, Gent. High Court. Pet Aug 7. Ord Nov 8

BAYNE, WILLIAM BICKNELL, Cork st, Burlington gdns, Tailor. High Court. Pet Nov 8. Pet Nov 9

BENNETT, JESSE, Bristol, Builder. Bristol. Pet Nov 9. Ord Nov 9

BIRD, JOSEPH, Cheltenham, Tailor. Cheltenham. Pet Nov 6. Ord Nov 6

BLYTHE, CHARLES WEBSTER, Great Grimsby, Fish Curer. Great Grimsby. Pet Nov 9. Ord Nov 9

BURDEN, HAROLD NELSON, Hythe, Kent, Grazier. Canterbury. Pet Nov 8. Ord Nov 10

CHAMBERS, WILLIAM, Kimberley, Nottinghamshire, Egg Dealer. Nottingham. Pet Nov 9. Ord Nov 9

CUB, WILLIAM TAYLOR, address unknown, Draper. High Court. Pet Sept 18. Ord Nov 9

DAVIDSON, JOHN, Tynemouth, Northumberland, Plumber. Newcastle on Tyne. Pet Nov 10. Pet Nov 10

DE FRAINE, JAMES, Aylesbury, Nurseryman. Aylesbury. Pet Nov 8. Ord Nov 10

DUNSTAN, GEORGE, Nottingham, out of business. Nottingham. Pet Nov 10. Ord Nov 10

ELLIS, JOHN, Sheffield, Collector. Sheffield. Pet Nov 4. Ord Nov 6

FRICKER, FRANK EDWARD, Swansea, Clothier. Swansea. Pet Nov 9. Ord Nov 9

GARROD, HENRY GOLDING, Gt Yarmouth, Gasfitter. Gt Yarmouth. Pet Nov 9. Ord Nov 9

GORHAM, WILLIAM, Norwich, General shop Keeper. Norwich. Pet Nov 8. Ord Nov 10

HALL, JOHN, Cranfield, Bedford, Farmer. Bedford. Pet Nov 9. Ord Nov 9

HOBINSTOCK, HUGO, and JULIUS HOBINSTOCK, Long lane, Furriers. High Court. Pet Nov 8. Ord Nov 8

HOBSON, JAMES, jun, Baildon, Yorks, Carter. Bradford. Pet Nov 8. Ord Nov 8

HOUGHTON, RAPHAEL, Newport, Mon, Draper. Newport, Mon. Pet Nov 9. Ord Nov 9

HUNTER, ROBERT MARTIN, Clifton, Bristol, Plumber. Bristol. Pet Nov 8. Ord Nov 8

JONES, CHARLES, Cardiff, Hair Dresser. Cardiff. Pet Nov 10. Ord Nov 10

KNIGHT, JOHN HARRIS, Whitstable, Kent, Builder. Canterbury. Pet Nov 10. Ord Nov 10

KNOTT, WILLIE JAMES, Colchester, Grocer. Colchester. Pet Nov 8. Ord Nov 8

LEWIS, STEPHEN RICHARD, Begelly, Pembrokeshire, Builder. Pembroke Dock. Pet Nov 8. Pet Nov 9

LLOYD, GEORGE, Dawley, Salop, Licensed Victualler. Madeley. Pet Oct 29. Ord Nov 10

LUNNON, DAVID, Abbotts Langley, Hertfordshire, Clerk. St Albans. Pet Oct 23. Ord Nov 5

MOULD, JOHN CLARKE, Newport, Isle of Wight, Solicitor. Newport and Ryde. Pet Nov 8. Ord Nov 8

NEILL, EDMUND, Stanley bldngs, St Pancras rd, Gatekeeper. High Court. Pet Nov 8. Ord Nov 8

NEWLAND, MATTHEW, Dagenham, Essex, Auctioneer. Chelmsford. Pet Nov 9. Ord Nov 9

NEWROTH, CATHERINE, Markham sq, Chelsea, Milliner. High Court. Pet Nov 9. Ord Nov 9

OGDEN, HETH, Castleford, Yorks, Brassfounder. Wakefield. Pet Nov 4. Ord Nov 4

ROBERTS, JOHN, Hope, Flintshire, Labourer. Wrexham. Pet Nov 9. Ord Nov

ROCKE, HENRY SERLE, Green lanes, Stoke Newington, Agent to Corn Merchant, High Court. Pet Nov 10. Ord Nov 10

ROWE, WILLIAM, Cardiff, Glass Dealer. Cardiff. Pet Nov 8. Ord Nov 8

SAMPSON, HENRY, Southport, Lancashire, Photographer. Liverpool. Pet Nov 9. Ord Nov 9

SIMS, ARTHUR HENRY, Southampton, Grocer. Southampton. Pet Nov 10. Ord Nov 10

SPARKES, FRANK PEACHEY, Funtington, Sussex, Farmer. Brighton. Pet Nov 6. Ord Nov 9

STEVENS, ROBERT JOHN, Swansea, Plumber. Swansea. Pet Nov 5. Ord Nov 6

STOFFORD, JAMES, Manchester, Cigar Merchant. Manchester. Pet Nov 8. Ord Nov 8

STRANGE, JOHN, Southampton, Grocer. Southampton. Pet Oct 28. Ord Nov 9

TEMPERTON, JOSEPH, Kingston upon Hull, Seed Crusher, Kingston upon Hull. Pet Oct 25. Ord Nov 9

THOMAS, ROBERT, Llanfairfechan, Carnarvon, Butcher. Bangor. Pet Nov 8. Ord Nov 10

TUMMON, HENRY THOMAS, Crawshay rd, Akerman rd, Brixton, out of business. High Court. Pet Nov 8. Ord Nov 8

VIRGO, HORACE, Bristol, Baker. Bristol. Pet Nov 8. Ord Nov 9

WALE, JAMES FREDERICK, Birmingham, Grocer. Birmingham. Pet Nov 9. Ord Nov 9

WEBSTER, SIMSON, Leeds, Commission Agent. Leeds. Pet Nov 8. Ord Nov 8

WHITE, THOMAS, and LUKE WHITE, Rawmarsh, Yorks, Painters. Sheffield. Pet Nov 6. Ord Nov 6

WILSON, JOHN, Calverley, Yorks, Physician. Bradford. Pet Nov 9. Ord Nov 9

WOODS, WILLIAM, Gt Bealings, Suffolk, Dealer. Ipswich. Pet Nov 9. Ord Nov 9

RECEIVING ORDERS RESCINDED.

CHEESMAN, GEORGE EDWARD VINCENT SIDNEY, Gt St Helens, Solicitor. High Court. Ord July 19 Resc Nov 8

SWALLOW, PHILLIS, Marlborough House, Pall Mall, Nurse. High Court. Ord June 10. Resc Oct 28

FIRST MEETINGS.

ANDREASON, CHRISTIAN, Newcastle on Tyne, General Merchant. Nov 24 at 11.30. Off Rec, Pink lane, Newcastle on Tyne

BIRD, JOSEPH, Cheltenham, Tailor. Nov 20 at 3.30. County Court, Cheltenham

BOTTING, FREDERICK (Sep Estate), Shalford, Surrey, Farmer. Nov 20 at 10.45. Borough and County Hall, Guildford, Surrey

BOTTING, THOMAS (Sep Estate), Chilworth, Farmer. Nov 20 at 10.45. Borough and County Hall, Guildford, Surrey

BOTTING, THOMAS, and FREDERICK BOTTING, Chilworth, Farmers. Nov 20 at 10.45. Borough and County Hall, Guildford

BROMFIELD, CHARLES, Exeter, Manufacturing Stationer. Nov 22 at 11. Castle of Exeter, Exeter

BUNNELL, JONATHAN, Middleton, Lancashire, Veterinary Stationer. Nov 22 at 11.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester

COLLETTE, CHARLES, Torquay, Theatrical Lessee. Nov 25 at 2. Royal Hotel, Torquay

CONNELL, FREDERIC HENRY, High rd, Kilburn, Watchmaker. Nov 19 at 11. 33, Carey st, Lincoln's inn

COURT, FRANCIS, Wingham, Kent, Farmer. Nov 19 at 10.30. 22, St George's st, Canterbury

DAVIDSON, JOHN, Tynemouth, Northumberland, Plumber. Nov 24 at 11. Off Rec, Pink lane, Newcastle on Tyne

DEHOCHSTRASSER, HENRY, Upper Station rd, Finchley, Mercantile Clerk. Nov 22 at 11. 26 and 29, St Swithin's lane

DIXON, MARY, Church Coniston, Lancashire, Licensed Victualler. Nov 20 at 12. 37, Stramongate, Kendal

EDGAR, THOMAS JACKSON, Botcherbury, nr Carlisle, out of business. Nov 22 at 12. Off Rec, 34, Fisher st, Carlisle

FRICKER, FRANK EDWARD, Swansea, Clothier. Nov 20 at 11. Off Rec, 6, Rutland st, Swansea

GARDNER, ARTHUR GILL, Leeds, Traveller. Nov 22 at 11. Off Rec, 22, Park row, Leeds

GLOVER, WILLIAM, Nottingham, Baker. Nov 19 at 12. Off Rec, 1, High pavement, Nottingham

HAGG, JOHN, Geneva rd, Brixton, Warehouseman. Nov 19 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn

HALL, HERBERT HAMPTON, Liverpool, Commission Agent. Nov 19 at 3. Off Rec, 35, Victoria st, Liverpool

HAMMOND, EDWARD, Tenterden, Kent, Miller. Nov 22 at 2.30. Spencer & Reeve, Mount Pleasant, Tunbridge Wells

HANMER, LLEWELLYN, Manchester, Yarn Agent. Nov 25 at 11.30. Off Rec Ogden's chbrs, Bridge st, Manchester

HEARSEY, WILLIAM, Margate, Coal Merchant. Nov 19 at 10. 32, St George's st, Canterbury

HOBSON, JAMES, jun, Baildon, Yorks, Carter. Nov 22 at 11. Off Rec, 31, Manor row, Bradford

HOUGHTON, RAPHAEL, Newport, Mon, Draper. Nov 22 at 12. Off Rec, 13, Trafalgar pl, Newport, Mon

HOYLE, JAMES, Accrington, Mill Furnisher. Nov 19 at 3. Commercial Hotel, Blackburn rd, Accrington

HUNTER, ROBERT MARTIN, Clifton, Bristol, Plumber. Nov 22 at 12.30. Off Rec, Bank chbrs, Bristol

JONES, FREDERICK BROOKHOLDING, Bristol, Horse Repository Proprietor. Nov 20 at 12. Off Rec, Bank chbrs, Bristol

LEWIS, WILLIAM AUGUSTUS, Cardiff, Builder. Nov 19 at 12. Off Rec, 3, Crockherbtown, Cardiff

MEDWIN, LESLIE ALLEN, Ladbroke gr, Notting hill, no occupation. Nov 19 at 11. 33, Carey st, Lincoln's inn

NEWNS, JOHN EDWIN, Warrington, Lancashire, Beerhouse Keeper. Nov 26 at 11.30. Court house, Upper Bank st, Warrington

OGDEN, HETH, Castleford, Yorks, Brassfounder. Nov 19 at 3. Off Rec, Southgate chbrs, Southgate, Wakefield

PACY, THOMAS, Bolton upon Dearne, Yorks, Farmer. Nov 22 at 3. Off Rec, Figtree lane, Sheffield

PERKIN, HENRY, and ALBERT HARRY MAY, Newport, Mon., Outfitters. Nov 19 at 12. Off Rec, Tredegar pl, Newport, Mon

PEVERLEY, C. H., Long Newton, Darlington, Farmer. Nov 25 at 3.15. Grosvenor Hotel, Manchester

REED, WILLIAM, Waddon New rd, Croydon, Baker. Nov 22 at 12. Off Rec, 109, Victoria st, Westminster

ROBERTS, JOHN WILLIAM, Bethesda, Carnarvonshire, Stonemason. Dec 2 at 10.30. Queen's Head Cafe, Bangor

ROGERS, CHARLES, Leeds, Cabinet Maker. Nov 22 at 12. Off Rec, 22, Park row, Leeds

SAMPSON, HENRY, Southport, Photographer. Nov 23 at 2. Off Rec, 35, Victoria st, Liverpool

SHIPLEY, JOHN, Dalton in Furness, Licensed Victualler. Nov 19 at 10. 3, Paxton ter, Barrow in Furness

SIMS, ARTHUR HENRY, Southampton, Grocer and Provision Merchant. Nov 24 at 11. Off Rec, 4, East st, Southampton

STOFFORD, JAMES, Manchester, Cigar Merchant. Nov 22 at 12. Off Rec, Ogden's chbrs, Bridge st, Manchester

STRANGE, JOHN, Southampton, Grocer. Nov 24 at 2. Off Rec, 4, East st, Southampton

TREGALE, RICHARD PADDON, Torquay, Fancy Dealer. Nov 23 at 11. Bankruptcy bldgs, Portugal st

VARNEY, ALFRED, Ramsgate, Baker. Nov 19 at 9.30. 32, St George's st, Canterbury

WALKER, EDWARD, Middlesborough, Grocer. Nov 23 at 11. Off Rec, Middlesborough

WHITE, THOMAS, Henley on Thames, Fishmonger. Nov 22 at 3. Off Rec, 109, Victoria st, Westminster

WILLIAMS, WILLIAM GEORGE, Haverfordwest, Grocer. Nov 19 at 12. Temperance hall, Pembroke Dock

WILSON, JOHN, Calverley, Yorks, Physician. Nov 27 at 12. Off Rec, 31, Manor row, Bradford

WRIGHT, JAMES, Hendon, Nurseryman. Nov 22 at 12. 23 and 29, St Swithin's lane

WRIGHT, JAMES, Bicker, Lincolnshire, Farmer. Dec 2 at 12. Off Rec, 48, High st, Boston

The following amended notice is substituted for that published in the London Gazette of Nov 2.

TURNER, GEORGE, Old Radford, Nottingham, Carter. Nov 19 at 3.30. Off Rec, 1, High pavement, Nottingham

ADJUDICATIONS.

ANDERSON, CHARLES FRANCIS, Boston, Lincolnshire, Feather Purifier. Boston. Pet Sept 23. Ord Nov 10

BIRD, JOHN, jun., Kingswinford, Staffordshire, Brickyard Manager. Stourbridge. Pet Oct 25. Ord Nov 6

BIRD, JOSEPH, Cheltenham, Tailor. Cheltenham. Pet Nov 6. Ord Nov 8

BLYTHE, CHARLES WEBSTER, Great Grimsby, Lincolnshire, Fish Curer. Great Grimsby. Nov 9. Ord Nov 10

BORROW, THOMAS, jun., Redcar, Yorks, no occupation. Stockton on Tees and Middlesborough. Pet Oct 11. Ord Nov 6

BRADSHAW, RICHARD, Hogsthorpe, Lincolnshire, Farmer. Boston. Pet Sept 21. Ord Nov 6

BROOK, JOSEPH, Huddersfield, Grocer. Huddersfield. Pet Oct 26. Ord Nov 10.

BUNNELL, JONATHAN, Middleton, Lancashire, Veterinary Surgeon. Manchester. Pet Nov 4. Ord Nov 4

BURDEN, HAROLD NELSON, Hythe, Kent, Grazier. Canterbury. Pet Nov 8. Ord Nov 10

BYFORD, JOHN, Mistley, Essex, Pork Butcher. Colchester. Pet Oct 18. Ord Nov 9

CLARE, JOHN, Sheffield, Musical Instrument Manufacturer. Sheffield. Pet Oct 27. Ord Nov 6

COLCOCK, WILLIAM HENRY, Bedminster, Bristol, Ale Merchant. Bristol. Pet Oct 16. Ord Nov 9

COLLINS, JAMES PHILIP, Dovercourt, Essex, Builder. Colchester. Pet Sept 27. Ord Nov 8

COOKMAN, HENRY, Eastrington, Yorks, Farmer. Kingston upon Hull. Pet Oct 7. Ord Oct 8

COURT, FRANCIS, Wingham, Kent, Farmer. Canterbury. Pet Nov 4. Ord Nov 10

CROOK, JAMES BATER, St Mary Church, Devon, Grocer. Exeter. Pet Nov 6. Ord Nov 6

DAVIDSON, JOHN, Tynemouth, Northumberland, Plumber. Newcastle on Tyne. Pet Nov 10. Ord Nov 10

EDWARDS, EMMA, Colwyn Bay, Denbigh, Lodging house Keeper. Bangor. Pet Oct 8. Ord Nov 8

ELLIS, JOHN, Sheffield, Collector. Sheffield. Pet Nov 4. Ord Nov 6

GARROD, HENRY GOLDING, Gt Yarmouth, Gasfitter. Gt Yarmouth. Pet Nov 9. Ord Nov 9

GODFREY, FREDERICK CHARLES, Hampstead Norris, Berks, Grocer. Newbury. Pet Oct 19. Ord Nov 6

GRAVETT, ESTHER, Burgess Hill, Sussex, Wine Merchant. Brighton. Pet Oct 30. Ord Nov 9

HALL, JOHN, Cranfield, Bedford, Farmer. Bedford. Pet Nov 9. Ord Nov 10

HARRIS, ROBERT, Brampton, Huntingdon, Butcher. Peterborough. Pet Nov 2. Ord Nov 6

HARVEY, HARRIETT, Huntingdon, Confectioner. Peterborough. Pet Nov 2. Ord Nov 6

HEAD, GEORGE, and GEORGE HEAD, jun, Worthing, Builders. Brighton. Pet Oct 20. Ord Nov 10

HEWITT, JOHN, and BENJAMIN WESTWOOD, Old Hill, Stafford, Greengrocer. Dudley. Pet Nov 4. Ord Nov 9

HODSON, JAMES, jun, Baildon, Yorks, Carter. Bradford. Pet Nov 8. Ord Nov 8

HOYLE, JAMES, Accrington, Lancashire, Mill Furnisher. Blackburn. Pet Nov 3. Ord Nov 8

HUNTER, ROBERT MARTIN, Clifton, Bristol, Plumber. Bristol. Pet Nov 8. Ord Nov 10

HUTCHEY, WILLIAM, Talbot ter, Whitehorse rd, Thornton Heath, Tea Dealer. Croydon. Pet Sept 22. Ord Nov 5

JAMES, THOMAS, Blaengarw, nr Bridgend, Draper. Cardiff. Pet Nov 4. Ord Nov 9

JOLLIFFE, CHARLES, Ryde, Isle of Wight, Builder. Newport and Ryde. Pet Nov 2. Ord Nov 9

JONES, CHARLES, Cardiff, Hairdresser. Cardiff. Pet Nov 10. Ord Nov 10

JONES, FREDERICK BROOKHOUSING, Bristol, Horse Repository Proprietor. Bristol. Pet Nov 6. Ord Nov 8

KNIGHT, JOHN HARRIS, Whitstable, Builder. Canterbury. Pet Nov 10. Ord Nov 10

LLOYD, GEORGE, Dawley, Salop, Licensed Victualler. Madeley, Shropshire. Pet Oct 29. Ord Nov 10

MAVIN, JAMES DAND, Gilesgate Moor, Durham, Tallow Chandler. Durham. Pet Nov 4. Ord Nov 9

NEILL, EDMUND, Stanley bldngs, St Pancras rd, Gatekeeper. High Court. Pet Nov 6. Ord Nov 6

NEWNS, JOHN EDWIN, Warrington, Beerhouse Keeper. Warrington. Pet Nov 4. Ord Nov 9

NOWELL, FRED, Dewsbury, Yorks, Grocer. Dewsbury. Pet Oct 25. Ord Nov 8

ODDEN, HETH, Castleford, Yorks, Brassfounder. Wakefield. Pet Nov 4. Ord Nov 8

PERKIN, HENRY, and ALBERT HARRY MAY, Newport, Mon, Outfitters. Newport, Mon. Pet Nov 5. Ord Nov 8

PERRY, WILLIAM, Old Hill, Staffordshire, Chain Maker. Dudley. Pet Nov 6. Ord Nov 8

PROWTING, RICHARD, Birmingham, Hairdresser. Birmingham. Pet Oct 14. Ord Nov 4

REED, RICHARD THEODORE, Swansea, no occupation. Swansea. Pet Oct 19. Ord Nov 8

ROBERTS, JOHN, Hope, Flintshire, Labourer. Wrexham. Pet Nov 9. Ord Nov 10

ROCKE, HENRY SEALE, Green lanes, Stoke Newington, Agent to Corn Merchant. High Court. Pet Nov 10. Ord Nov 10

ROWE, WILLIAM, Cardiff, Glass Dealer. Cardiff. Pet Nov 8. Ord Nov 9

SAMPSON, HENRY, Southport, Photographer. Liverpool. Pet Nov 9. Ord Nov 9

SCOULLAR, JAMES, and DAVID MARSHALL SCOULLAR, Liverpool, Prov Merchants. Liverpool. Pet Oct 18. Ord Nov 10

SHEBRATT, HENRY, Widnes, Lancashire, Tailor. Liverpool. Pet Oct 11. Ord Nov 9

SNEATH, MATTHIAS, Harringworth, Northamptonshire, Farmer. Leicester. Pet Oct 23. Ord Nov 8

SPENCER, HENRY, Sheffield, Joiner. Sheffield. Pet Nov 2. Ord Nov 10

STOFFORD, JAMES, Manchester, Cigar Merchant. Manchester. Pet Nov 8. Ord Nov 8

SUMMERS, WILLIAM, and EDWARD SUMMERS, Nottingham, Lace Manufacturers. Nottingham. Pet Oct 13. Ord Nov 9

TAYLOR, ROBERT FREDERICK STOFFORD, Leicester, Surgeon. Leicester. Pet Oct 21. Ord Nov 8

TAYLOR, STEPHEN HENRY, Pembroke Dock, Butcher. Pembroke Dock. Pet Oct 13. Ord Nov 9

THEODORE, WILLIAM, Brynhyfryd, nr Swansea, Picture Dealer. Swansea. Pet Sept 29. Ord Nov 8

TUMMON, HENRY THOMAS, Crawshay rd, Ackerman rd, Brixton, out of business. High Court. Pet Nov 8. Ord Nov 8

WALKER, EDWARD, Middlesboro, Grocer. Stockton on Tees and Middlesboro. Pet Oct 19. Ord Nov 6

WALKER, JANE, residence unknown, Widow. High Court. Pet July 12. Ord Nov 10

WEBSTER, HENRY, Gt Yarmouth, Wheelwright. Gt Yarmouth. Pet Sept 9. Ord Nov 10

WEBSTER, SIMEON, Leeds, Commission Agent. Leeds. Pet Nov 8. Ord Nov 8

WHITE, THOMAS, and LUKE WHITE, Rawmarsh, Yorks, Painters. Sheffield. Pet Nov 6. Ord Nov 6

WILLIAMS, WILLIAM GEORGE, Bridge End sq, Haverfordwest, Grocer. Pembroke Dock. Pet Nov 6. Ord Nov 9

WILSON, JOHN, Calverley, Yorks, Physician. Bradford. Pet Nov 9. Ord Nov 9

ADJUDICATION ANNULLED.

NEWMAN, THOMAS, Chalford, Gloucestershire, Corn Dealer. Gloucester. Adjud Oct 5. Annul Nov 9

London Gazette.—TUESDAY, Nov. 16.

RECEIVING ORDERS.

ACTON, JOHN, Nether Knutsford, Cheshire, Builder. Manchester. Pet Nov 11. Ord Nov 11

BARKER, JOSEPH, Pannal, Yorks, Farmer. York. Pet Nov 10. Ord Nov 11

BARNEY, JOHN, York, Commercial Traveller. York. Pet Nov 13. Ord Nov 13

BARROWCLIFF, WILLIAM, Haxey, Lincolnshire, Farmer. Lincoln. Pet Nov 11. Ord Nov 11

BOWLES, WILLIAM, Great Marlow, Fruiterer. Aylesbury. Pet Nov 10. Ord Nov 11

BOWLEY, WILLIAM, Liverpool, Provision Dealer. Liverpool. Pet Nov 5. Ord Nov 12

BRUNNER, LEOPOLD, Birmingham, Watchmaker. Birmingham. Pet Nov 12. Ord Nov 12

CELLEM, PHILIP SISSON, Milton st, Frilling Manufacturer. High Court. Pet Nov 11. Ord Nov 11

CHICK, CHARLES, and GEORGE THOMAS PAPE, Till grove, Melbourne grove, East Dulwich, Builders. High Court. Pet Nov 12. Ord Nov 12

CLARK, ALFRED, Bishop's Stortford, Hertfordshire, Corn Merchant Hertford. Pet Nov 12. Ord Nov 12

CROSS, ELIZABETH, Rugeley, Staffordshire, Shoe Dealer. Stafford. Pet Nov 11. Ord Nov 11

CUMMINGS, JOHN CHARLES, Mold Quay, Flintshire, Grocer. Chester. Pet Nov 12. Ord Nov 12

DAVIES, JOHN, Aberaman, Aberdare, Collier. Aberdare. Pet Nov 9. Ord Nov 10.

DEALTRY, ROBERT, Lincoln, Innkeeper. Lincoln. Pet Nov 12. Ord Nov 12

DONALDSON, ERNEST SAMUEL, Norwood rd, Tulse hill, Estate Agent. High Court. Pet Nov 13. Ord Nov 13

DRIVER, WILLIAM, Manningham, Bradford, Commission Agent. Bradford. Pet Nov 11. Ord Nov 11

DYMOND, LUKE TINE, and MATILDA ANN DYMOND, Newport, Mon. Tobacconists. Newport, Mon Pet Nov 12. Ord Nov 12

EBERLE, JOHN JAMES, Thirsk, Yorks, Physician. Northallerton. Pet Nov 12. Ord Nov 12

EDWARDS, WILLIAM, Kidderminster, Miller. Kidderminster. Pet Nov 8. Ord Nov 8

ELLIS, ROBERT, Manchester, Tailor. Manchester. Pet Nov 11. Ord Nov 11

EVANS, RICHARD, Walsall, Builder. Walsall. Pet Nov 12. Ord Nov 12

GARROD, JOHN, East Molesey, Surrey, Gent. Kingston, Surrey. Pet Nov 10. Ord Nov 10

GEORGE, WILLIAM, Llanychllwydog, Pembroke, Farmer. Pembroke Dock. Pet Nov 12. Ord Nov 12

JONES, WILLIAM, Castle Foregate, Shrewsbury, Timber Haulier. Shrewsbury. Pet Nov 12. Ord Nov 12

KING, CHARLES JOSEPH, Red Lion sq, Hair Dressers' Sundryman. High Court. Pet Nov 13. Ord Nov 13

KING, SARAH, Upper st, Islington, Livery Stable Keeper. High Court. Pet Oct 25. Ord Nov 13

KINSEY, EDWARD, Cardiff, Grocer. Cardiff. Pet Nov 1. Ord Nov 12

LAMPORT, CHARLES WILLIAM, Spalding, Clerk in Holy Orders. Peterborough. Pet Nov 13. Ord Nov 13

LEBBETTER, JOHN HENRY, Nottingham, Potato Salesman. Nottingham. Pet Nov 11. Ord Nov 11

LIPMAN, MICHAEL, Newport, Mon, Outfitter. Newport, Mon. Pet Nov 11. Ord Nov 11

MARGETSON, JAMES FRANCIS, Halesworth, Suffolk, Chemist. Gt Yarmouth. Pet Nov 13. Ord Nov 13

MATTHEWS, SAMUEL, Bristol, Private in Army. High Court. Pet Nov 12. Ord Nov 12

MAYES, WILLIAM, Norwich, Licensed Victualler. Norwich. Pet Nov 10. Ord Nov 10

MCMEEKIN, MALCOLM, Featherstone bldgs, Holborn, Printer. High Court. Pet Oct 23. Ord Nov 12

MORGAN, GEORGE, Hereford, Coach Builder. Hereford. Pet Nov 10. Ord Nov 10

NOBLE, FREDERICK SAMUEL MARVIN, Walton on the Wolds, Leicester, Grazier. Leicester. Pet Nov 10. Ord Nov 10

NUTTER, JOHN, Crouch, nr Sevenoaks, Licensed Victualler. Tunbridge Wells. Pet Sept 29. Ord Nov 12

OAKLEY, FRANK, Basingstoke, Clerk. Winchester. Pet Nov 11. Ord Nov 11

PARR, CHARLES, Leadenhall st, Solicitor. High Court. Pet Nov 13. Ord Nov 13

PERRY, JOHN WILLIAM, Hawkwell, Essex, Farm Bailiff. Chelmsford. Pet Nov 12. Ord Nov 12

POCOCK, GEORGE, Eastbourne, Butcher. Lewes and Eastbourne. Pet Nov 12. Ord Nov 12

SIMMONS, J. H., Brighton, Gardener. Brighton. Pet Oct 29. Ord Nov 12

SKIDMORE, JOHN, sen, Sedgley, Staffordshire, Innkeeper. Dudley. Pet Nov 10 Ord Nov 11

SMITH, ARTHUR, Heybridge, Essex, Miller. Chelmsford. Pet Nov 12. Ord Nov 12
SNELL, ALGERNON, Plymouth, Draper. East Stonehouse. Pet Nov 13. Ord Nov 13
STANIAR, JAMES PETER, CHARLES ROBERTS, GEORGE HENRY HODGKINSON, and JOHN EDWARD BRIERLEY, Manchester, Merchants. Manchester. Pet Nov 11. Ord Nov 11
THOMAS, THOMAS, sen, THOMAS THOMAS, jun, and JOHN THOMAS, Llanelly, Boot Makers. Carmarthen. Pet Nov 12. Ord Nov 13
TIGHE, JOHN AUGUSTUS, Landridge rd, Fulham pk, Retired Lieut.-Colonel. High Court. Pet Aug 26. Ord Nov 11
TILL, WILLIAM MACE, Park rd, West Dulwich, Horticultural Potter. High Court. Pet Nov 11. Ord Nov 11
TRUBSHAW, JOSIAH, Cannock, Staffordshire, Saddler. Walsall. Pet Nov 11. Ord Nov 11
WATSON, JOHN DOUGLAS, Lurline gdns, Battersea pk, Surgeon. Wandsworth. Pet Nov 9. Ord Nov 9
WATSON, ROBERT DURRANT, Rainham, Kent, Farmer. Rochester. Pet Nov 11. Ord Nov 11
WILLIAMS, JOHN, Willenhall, Staffordshire, Grocer. Wolverhampton. Pet Nov 10. Ord Nov 11
WILLIAMSON, HUGH WILLIAM, and WILLIAM SHEPHERD WILLIAMSON, Congleton, Cheshire, Coal Masters. Hanley, Burslem, and Tunstall. Pet Nov 9. Ord Nov 10
WYATT, AUGUSTUS, St Benet pl, Gracechurch st. High Court. Pet Oct 16. Ord Nov 11

FIRST MEETINGS.

AKEHURST, LEGH, Basinghall st, Yorks, Flax Merchant. Nov 26 at 11. Off Rec, 22, Park row, Leeds
BARKER, JOSEPH, Pannel, Yorks, Farmer. Nov 23 at 1. Off Rec, 17, Blake st, York
BAXTER, ISAAC BLAKE, Darlington, Boot Dealer. Nov 23 at 11.30. Off Rec, Middlesborough
BENNETT, JESSE, Bristol, Builder. Nov 23 at 12.30. Off Rec, Bank chbrs, Bristol
BRADENBURG, JOHANNES, Ewelm rd, Forest Hill, Merchant. Nov 25 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
BURDEN, HAROLD NELSON, Hythe, Kent, Grazier. Nov 23 at 3. Off Rec, Bank st, Ashford
CLEAVER, CHARLES GEORGE, Tanner st, Bermondsey, Leather Merchant. Nov 25 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn
DAVIES, JOHN, Aberdare, Collier. Nov 24 at 10. Off Rec, Merthyr Tydfil
DODD, HORATIO, Bishopsgate st, Merchant. Nov 23 at 11. 33, Carey st, Lincoln's inn
DOTTERILL, HENRY, Canterbury rd, Croydon, Builder. Nov 24 at 3. 109, Victoria st, Westminster
DRIVER, WILLIAM, Manningham, Bradford, Commission Agent. Nov 24 at 11. Off Rec, 31, Manor row, Bradford
DUNSTAN, GEORGE, Nottingham, out of business. Nov 24 at 11. Off Rec, 1, High pavement, Nottingham
DYMOND, LUKE TINK, and MATILDA ANN DYMOND, Newport, Mon, Tobacconists. Nov 25 at 12.30. Off Rec, 12, Tredegar pl, Newport, Mon
EDWARDS, EMMA, Colwyn Bay, Denbigh, Lodging house Keeper. Dec 1 at 4. Imperial Hotel, Colwyn Bay
ELLIS, JOHN, Sheffield, Collector. Nov 24 at 11. Off Rec, Figtree lane, Sheffield
FARMER, JOHN, Farringdon rd, Baker. Nov 26 at 3. 166, Queen st, Portsea
FLEMING, THOMAS, Southsea, Architect. Nov 23 at 12. 166, Queen st, Portsea
FREEMAN, FREDERICK, Berwick st, Soho, Oilman. Nov 23 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn
GARROD, HENRY GOLDING, Gt Yarmouth, Gasfitter. Nov 26 at 12. Off Rec, 8, King st, Norwich
GOREHAM, WILLIAM, Norwich, General Shop Keeper. Nov 26 at 11.30. Off Rec, 8, King st, Norwich
HALL, JOHN, Cranfield, Bedford, Farmer. Nov 29 at 11. 8, St Paul's sq, Bedford
HAYMAN, HENRY EDWARD, Bunhill row, Box Maker. Nov 25 at 11. 33, Carey st, Lincoln's inn
JONES, WILLIAM WALL, Dorrington, Salop, Farmer. Nov 26 at 11.45. Law Society, Talbot chbrs, Shrewsbury
KNIGHT, JOHN HARRIS, Whitstable, Kent, Builder. Nov 26 at 10. 32, St George's st, Canterbury
KNOTT, WILLIE JAMES, Colchester, Grocer. Nov 29 at 11. Townhall, Colchester
LEBBETTER, JOHN HENRY, Nottingham, Potato Salesman. Nov 24 at 12. Off Rec, 1, High pavement, Nottingham
LEWIS, STEPHEN RICHARD, Begelly, Pembroke, Builder. Nov 24 at 11. Off Rec, 11, Quay st, Carmarthen
LIPMAN, MICHAEL, Newport, Mon, Outfitter. Nov 25 at 12. Off Rec, 12, Tredegar pl, Newport, Mon
LYND, WILLIAM, Uxbridge rd, Shepherd's Bush, Engineer. Nov 24 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn
MAVIN, JAMES DAVID, Gilesgate Moor, Durham, Tallow Chandler. Nov 23 at 12.45. Three Tuns Hotel, Durham
MAYES, WILLIAM, Norwich, Licensed Victualler. Nov 26 at 11. Off Rec, 8, King st, Norwich
MORLEY, WILLIAM AUGUSTUS, Stockwell crescent, Surrey, Tea Dealer. Nov 23 at 12. Bankruptcy bldngs, Portugal st, Lincoln's inn
MOULD, JOHN CLARKE, Newport, Isle of Wight, Solicitor. Nov 26 at 11. Chamber of Commerce, 145, Cheapside
NELSON, JOHN, Gorleston, Suffolk, Boat Builder. Nov 26 at 2.30. Star Hotel, Great Yarmouth
NEWLAND, MATTHEW, Dagenham, Essex, Auctioneer. Nov 25 at 2. County Court, Romford
NOBLE, FREDERICK SAMUEL MARVIN, Walton on the Wolds, Leicestershire, Grazier. Nov 24 at 12. 28, Friar lane, Leicester
OAKLEY, FRANK, Basingstoke, Clerk. Nov 25 at 3. Old Masonic Hall, Church st, Basingstoke, Hants
O'LEARY, DANIEL JOSEPH, Carter lane, Silk Merchant. Nov 24 at 11. 33, Carey st, Lincoln's inn
OWEN, THOMAS, jun, Bangor, Mason. Dec 2 at 9.30. Queen's Head Cafe, Bangor
PIGGINS, ALFRED, Sheffield, Coal Merchant. Nov 24 at 1. Off Rec, Figtree lane, Sheffield
RAMSEY, WILLIAM, Steeple Aston, Oxford, Farmer. Nov 27 at 11.30. Off Rec, 84 Aldates, Oxford
ROBERTS, JOHN, Hope, Flint, Labourer. Nov 30 at 3. Off Rec, Chester
SEARS, GEORGE CHARLES, Datchet, Builder. Nov 24 at 2. White Hart Hotel Windsor
SHEPHERD, JAMES JOHN, Commercial rd, Lambeth, Firewood Dealer. Nov 26 at 2.30. 33, Carey st, Lincoln's inn
SPENCER, HENRY, Sheffield, Joiner. Nov 24 at 3. Off Rec, Figtree lane, Sheffield
ST GEORGE, ARTHUR FRENCH, Chancery lane, Electrician. Nov 24 at 12. 33 Carey st, Lincoln's inn
STRASSMAN, JULIUS, Watling st, Trimming Manufacturer. Dec 1 at 11. 33, Carey st, Lincoln's inn
TRUBSHAW, JOSIAH, Norton Canes, nr Cannock, Saddler. Nov 25 at 2, Off Rec, Walsall
TUMMON, HENRY THOMAS, Crawshay rd, Brixton, Beer Retailer. Nov 26 at 12. 33, Carey st, Lincoln's inn
VEITCH, THOMAS KELSEY, Birmingham, Cricket Outfitter. Nov 24 at 11. Luke Jesson Sharp, Birmingham
VIRGO, HORACE, Bristol, Baker. Nov 23 at 1. Off Rec, Bank chbrs, Bristol
WATSON, ROBERT DURRANT, Rainham, Kent, Farmer. Nov 25 at 11.30. Off Rec, High st, Rochester
WHITE, THOMAS, and LUKE WHITE, Rawmarsh, Yorks, Painters. Nov 24 at 12. Off Rec, Figtree lane, Sheffield
WILLIAMS, JOHN, Willenhall, Staffordshire, Grocer. Nov 25 at 11. Off Rec, Wolverhampton
WOODS, WILLIAM, Great Bealings, Suffolk, Dealer, Nov 13 at 12. Off Rec, 2, Westgate st, Ipswich

The following Amended Notice is substituted for that published in the London Gazette of Nov 5.

GRAVETT, ESTHER, Burgess Hill, Sussex, Wine Merchant. Nov 25 at 11. Court house, Church st, Brighton

The following amended notice is substituted for that published in the London Gazette of Nov. 12.

VARNEY, ALFRED, Ramsgate, Baker. Nov 19 at 11.30. Guildhall, Canterbury

ADJUDICATIONS.

ANDREASON, CHRISTIAN, Newcastle on Tyne, Merchant. Newcastle on Tyne. Pet Nov 10. Ord Nov 11
BAKER, WILLIAM, High st, Kingsland, Baker. High Court. Pet Oct 4. Ord Nov 11
BARKER, JOSEPH, Pannal, Yorks, Farmer. York. Pet Nov 10. Ord Nov 12
BAILLIE, JOHN B, Cleveland row, St James's, Gent. High Court. Pet Sept 16. Ord Nov 12
BARROWCLIFF, WILLIAM, Haxey, Lincoln, Farmer. Lincoln. Pet Nov 11. Ord Nov 11
BEDDOES, BENJAMIN, Cardiston, Salop, Tailor. Shrewsbury. Pet Nov 6. Ord Nov 12
BIRCHALL, JOHN, Stapeley, nr Nantwich, Farmer. Nantwich and Crewe. Pet Oct 23. Ord Nov 11
BLAKE, JOHN, and HENRY BLAKE, Alderney rd, Mile End, Carmen. High Court. Pet Aug 6. Ord Nov 11
BOLTON, JULIA, Streatham, Widow. Wandsworth. Pet Aug 6. Ord Nov 12
BRUNNER, LEOPOLD, Birmingham, Watchmaker. Birmingham. Pet Nov 12. Ord Nov 13
CRUSH, WILLIAM, Writtle, Essex, out of business. Chelmsford. Pet Sept 6. Ord Nov 10
DAVIES, JOHN, Aberdare, Collier. Aberdare. Pet Nov 9. Ord Nov 10
DAVIES, THOMAS EDWARD, Pentycymmer, nr Bridgend, Draper. Cardiff. Pet Oct 30. Ord Nov 13
DEALTRY, ROBERT, Lincoln, Innkeeper. Lincoln. Pet Nov 12. Ord Nov 12
EBERLE, JOHN JAMES, Thirsk, Yorks, Physician. Northallerton. Pet Nov 12. Ord Nov 12
EDGAR, THOMAS JACKSON, Carlisle, out of business. Carlisle. Pet Nov 6. Ord Nov 11
EDWARDS, WILLIAM, Kidderminster, Miller. Kidderminster. Pet Nov 8. Ord Nov 12
ELLIS, ROBERT, Hulme, Lancashire, Tailor. Manchester. Pet Nov 11. Ord Nov 11
FOWLER, WILLIAM JOHN, Folkestone, Confectioner. Canterbury. Pet Oct 27. Ord Nov 10
FRICKER, FRANK EDWARD, Swansea, Clothier. Swansea. Pet Nov 9. Ord Nov 10
GOREHAM, WILLIAM, Norwich, General shop Keeper. Norwich. Pet Nov 8. Ord Nov 12
HASTIE, JAMES, Russell rd, Kensington, Gent. High Court. Pet Sept 21. Ord Nov 11
HOOD, WILLIAM NELSON, Cornhill, Insurance Broker. High Court. Pet May 25. Ord Nov 12
HUNT, WILLIAM, Weymouth, Grocer. Dorchester. Pet Oct 25. Ord Nov 13
JONES, WILLIAM, Shrewsbury, Timber Haulier. Shrewsbury. Pet Nov 12. Ord Nov 12
JONES, WILLIAM WALL. Dorrington, Salop, Farmer. Shrewsbury. Pet Nov 6. Ord Nov 12
KING, EDWARD, Chaxhill, Gloucester, Farmer. Gloucester. Pet Oct 28. Ord Nov 13
LANDSBERG, HELEN, Lanark villas, Paddington, Widow. High Court. Pet June 2. Ord Nov 12
LAWSON, JOHN, Bowness on Solway, Cumberland, Farmer. Carlisle. Pet Oct 16. Ord Nov 10
LEBBETTER, JOHN HENRY, Nottingham, Potato Salesman. Nottingham. Pet Nov 11. Ord Nov 11
LEWIS, STEPHEN RICHARD, Begelley, Pembrokeshire. Pembroke Dock. Pet Nov 8. Ord Nov 13
LEWIS, WILLIAM AUGUSTUS, Cardiff, Builder. Cardiff. Pet Oct 29. Ord Nov 8
LIPMAN, MICHAEL, Newport, Mon, Outfitter. Newport, Mon. Pet Nov 11. Ord Nov 13
LUNNON, DAVID, Abbotts Langley, Hertfordshire, Clerk. St Albans. Pet Oct 23. Ord Nov 12
MAYES, WILLIAM, Norwich, Licensed Victualler. Norwich. Pet Nov 10. Ord Nov 12
NEWBOTH, CATHERINE, Markham sq, Chelsea, Milliner. High Court. Pet Nov 9. Ord Nov 11
NOBLE, FREDERICK SAMUEL MARVIN, Walton on the Wolds, Leicestershire, Grazier. Leicester. Pet Nov 10. Ord Nov 11
OAKLEY, FRANK, Basingstoke, Commercial Clerk. Winchester. Pet Nov 11. Ord Nov 11
ORRELL, JAMES, Southend, Coal Merchant. Chelmsford. Pet Aug 27. Ord Nov 10
OWEN, THOMAS, jun, Bangor, Mason. Bangor. Pet Nov 6. Ord Nov 12
PERRY, JOHN WILLIAM, Hawkwell, Essex, Farm Bailiff. Chelmsford. Pet Nov 12. Ord Nov 12
ROBSON, GEORGE, Liverpool, Contractor. Liverpool. Pet Oct 19. Ord Nov 11
RUST, HENRY JAMES, and EDWARD THOMAS SMITH, Gloucester, Ironmongers. Gloucester. Pet Oct 6. Ord Nov 11
SCRUTTON, THOMAS J, Morpeth rd, South Hackney, Brewers' Agent. High Court. Pet Oct 13. Ord Nov 11
SEARLE, FREDERICK, Colchester, Fish Merchant. Colchester. Pet Nov 1. Ord Nov 12
SEARS, GEORGE CHARLES, Datchet, Builder. Windsor. Pet Oct 28. Ord Nov 9
SHRUBSALL, JAMES MORLAND, Margate, Fishmonger. Canterbury. Pet July 7. Ord Nov 8
SIMMONS, J H, Brighton, Market Gardener. Brighton. Pet Oct 28. Ord Nov 13
SMITH, ARTHUR, Heybridge, Essex, Miller. Chelmsford. Pet Nov 12. Ord Nov 12
STRANGE, JOHN, Southampton, Grocer. Southampton. Pet Oct 28. Ord Nov 13
TEMPERTON, JOSEPH, Kingston upon Hull, Seed Crusher. Kingston upon Hull. Pet Oct 26. Ord Nov 11

TILL, WILLIAM MACE, Romany rd, West Norwood, Horticultural Potter. High Court. Pet Nov 11. Ord Nov 11
UERWIN, JOHN, Scotswood, Northumberland, Engineer. Newcastle on Tyne. Pet Oct 30. Ord Nov 11
VEITCH, THOMAS KELSEY, Birmingham, Cricket Outfitter. Birmingham. Pet Nov 4. Ord Nov 13
VIRGO, HORACE, Bristol, Baker. Bristol. Pet Nov 8. Ord Nov 13
WALE, JAMES FREDERICK, Birmingham, Grocer. Birmingham. Pet Nov 9. Ord Nov 13
WILLIAMS, JOHN, Willenhall, Stafford, Grocer. Wolverhampton. Pet Nov 10. Ord Nov 11
WING, APERED HENRY, Westow st, Upper Norwood, Timber Merchant. Croydon. Pet Oct 25. Ord Nov 5

BIRTH.

HORNE.—Nov. 9, at Thornton Hill, Wimbledon, the wife of H. Warlters Horne, barrister-at-law, of a daughter.

SALES OF ENSUING WEEK.

Nov. 22.—Messrs. BAKER & SONS, at Stratford, at 6 for 7 p.m., Freehold Building Land (see advertisement, Nov 6, p. 6).
Nov. 23.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, Leasehold Properties (see advertisement, Nov. 13, p. 4).
Nov. 23.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Reversions (see advertisement, this week, p. 4).

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